SOLICITATION FOR OFFERS

09-005

THE GENERAL SERVICES ADMINISTRATION

FOR

PATENT AND TRADEMARK OFFICE

IN

ARLINGTON, VA

NAME: Theresa Singleton

TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: _____ & _____
LESSOR GOV'T

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1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

A. The General Services Administration (GSA) is interested in leasing approximately 21,423 rentable square feet of contiguous space. The rentable space shall yield a minimum of 18,133 ANSI/BOMA Office Area (previously Usable) square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO).

B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.

C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense to determine if the space can meet the Government's requirements. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum rentable square footage in this SFO. If the Offeror is already providing the maximum rentable square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.

D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

1.2 AREA OF CONSIDERATION (JUL 2005)

All properties that are offered to the Government in conjunction with this requirement must be located in Arlington, VA within the area described below:

The delineated are is bounded by:
The east side of North King Street,
The north side of I-395,
The east side of South Walter Reed Drive, and
The south side of South Four Mile Run Drive.

1.3 LOCATION: INSIDE OR OUTSIDE CITY CENTER (JUN 2006)

A. CITY CENTER NEIGHBORHOOD:

1. Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.

2. *Parking.*
   a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements.

3. *Location Amenities.*
   a. A variety of inexpensive fast food and moderately priced sit-down cafeteria or table service restaurants must be located within 2,500 walkable linear feet; and a variety of other employee services such as retail shops, cleaners, banks, etc., must be located within 2,500 walkable linear feet on paved pedestrian walkways from the main entrance of the offered location to the main entrance of the amenity. To meet this requirement, amenities must be existing or the offeror must demonstrate to the reasonable satisfaction of the Government (i.e., through evidence of signed leases, construction contracts, etc.) that such amenities will exist by the Government's required occupancy date.

B. OUTSIDE OF CITY CENTER NEIGHBORHOOD:

1. Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively-landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.

2. *Parking.*
   a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements.

3. *Location Amenities.*
   a. A variety of inexpensive fast food and moderately priced sit-down cafeteria or table service restaurants must be located within 2,500 walkable linear feet; and a variety of other employee services such as retail shops, cleaners, banks, etc., must be located within 2,500 walkable linear feet on paved pedestrian walkways from the main entrance of the offered location to the main entrance of the amenity. To meet this requirement, amenities must be existing or the offeror must demonstrate to the reasonable satisfaction of the Government (i.e., through evidence of signed leases, construction contracts, etc.) that such amenities will exist by the Government's required occupancy date.

1.4 UNIQUE REQUIREMENTS

A Space offered must be in a building that has a single mode fiber connection, consisting of a minimum of 8 strands of dedicated fiber (capacity of 8 point-to-point fibers) for the Government's sole use. Dual diverse paths may be required depending on application.

B. If the main entrance of the proposed building(s) is more than 2,500 walkable linear feet from the entrance to an operable Metrorail station (measured to the closer of the entrance turnstile or the elevator/escalator), the Lessor shall furnish, at Lessor's expense, shuttle transportation between the nearest or otherwise most readily accessible Metrorail station and the proposed building(s). The shuttle service to and from the nearest Metrorail stop is required Monday through Friday, except Federal holidays, between the hours of 5:30 a.m. and 8:00 p.m. The shuttle bus (or buses) will run frequently enough to ensure a departure from the building every 15 minutes during morning peak hours (5:30 a.m. – 9:30 a.m.) and afternoon peak hours (3:00 p.m. – 6:00 p.m.) and will run frequently enough to ensure a departure from the building every 20 minutes during non-peak hours. A 25-passenger shuttle bus or larger is required.

C. As indicated in paragraph 5.7(A), the minimum finished ceiling height throughout an offered building is 8-feet, 0-inches. However, as indicated in the attached POR, certain areas of the agency's need require that the building be able to reach a finished ceiling height of 8-feet, 6-inches. Any offered building that cannot achieve a finished ceiling height of 8-feet, 6-inches throughout all offered space in the building, must submit floorplans that identify the exact amount and location of space where an 8-foot, 6-inch finished ceiling height can be achieved. The Government may require that the offeror provide a test fit layout at the Offeror's expense to determine if the space can meet the Government's requirements. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered.

D. Warm Lit Shell Credit:

Offerors shall provide on the Attachment to Form 1364 the cost of providing the following building shell elements (inclusive of any and all applicable mark ups by the Lessor or the Lessor's general contractor for overhead, profit, general conditions, or other fees as well as all related architectural and engineering design fees) as described in SFO Paragraph 1.9 and the other SFO Paragraphs referenced therein:

- Ceilings
- Partitions
- Flooring
- HVAC horizontal main and branch lines, VAV boxes, dampers, flex ducts, and diffusers
- Lighting, and
- Sprinklers, fire detection, and alarms.

The total cost of providing the foregoing building shell elements shall be referred to herein as the Warm Lit Shell Credit. The Government shall have the option, exercisable at the sole discretion of the Government within 180 days following lease award, to require the Lessor to increase, at no additional cost to the Government, the Tenant Improvements Allowance required by Paragraph 1.10 of this SFO by the total amount of the Warm Lit Shell Credit in lieu of providing the foregoing building shell elements comprising the Warm Lit Shell Credit.

1.5 LEASE TERM (SEP 2000)

The lease term is for **10 years.**

1.6 OFFER DUE DATE

Initial offers are due by 3 pm on **December 29, 2008**

1.7 OCCUPANCY DATE (SEP 2000)

Occupancy is required within **fifty (50)** working days after the Contracting Officer issues the Tenant Improvement Notice to Proceed

1.8 HOW TO OFFER (MAR 2007)

A. Offers shall be submitted to:

Studley, Inc.
555 13th Street, NW
Suite 420 East
Washington, DC 20004
Attn: Todd Valentine

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. SFO # 09-005.
2. SFO Attachments:
   a. Attachment #1 – Rate Structure

b. Attachment #2 - Fire Protection and Life Safety Evaluation. In all cases, the offeror agrees to correct any deficiencies identified by the Government at the offeror's sole cost and expense prior to the Government's acceptance of the space and lease commencement.

3. GSA Form 1364, Proposal to Lease Space, and its attachment.

4. GSA Form 1217, Lessor's Annual Cost Statement.
   a. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or $) and Line 31(b) will reflect the agreement between LESSOR AND the GSA Tenant Representative broker (expressed in either % or $).

5. GSA Form 3517, General Clauses.

6. GSA Form 3518, Representations and Certifications.

7. One set of as-built floor plans for each floor, on 8 1/2" x 11" pages, indicating the spaces that are initially being offered to the Government, and/or any existing Government leased space. Space not offered shall be crosshatched and noted accordingly. Additionally, Offerors shall submit CAD files of the space offered and a BOMA 'Global Summary of Areas' for the entire building – indicating offered spaces shall be submitted, and this shall be certified by a registered architect. Floor plans and CAD files shall meet the following specifications:

   a. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within five (5) working days.

   b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits. **Plans for all offered floors shall clearly identify, by color coding, shading or other means, the location and measurements of all areas that are excluded from the ANSI/BOMA Office Area square footage, as defined in this SFO.**

   c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.

   d. If the first floor space is not part of the offer, the first floor plan showing building access and the lobby shall be included in the submittal. The plan shall also show the loading dock and its connectivity to the freight elevator.

   e. A building section showing floor to floor heights shall also be submitted.

   f. CAD files shall have polylines clearly delineating offered space with square foot calculations. CAD files shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number and conform to "PBS Standards for CAD Deliverables" (OCT 2001) which are available by request or on the web at http://www.gsa.gov/attachments/GSA_POLICIES/extpol/CADdeliverables_6.pdf.

8. Program of Requirements - (POR). This document is to be considered integral to the SFO. The offered space shall allow for all the requirements therein being satisfied. The POR lists the various space requirements and associated critical infrastructure and building systems requirements. In the case of any conflicts between the SFO and the POR, the more stringent requirements will prevail. To the extent that the Program of Requirements requires building shell elements that are more costly than the building shell elements described in the SFO, the resulting increase in the cost of providing such building shell elements shall be paid for by the Government, unless otherwise specifically stated in this SFO.

9. The offeror must submit a written certification from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Building.

10. Pre-Lease Building Security Plan.

11. General Contractor's overhead, profit, and general conditions for the initial tenant improvements and change orders, architectural and engineering fees associated with tenant improvements, and any other overhead and profit or management fees that will be added to the tenant improvements, construction costs, or change orders. Costs associated with the building shell are **not** included in these calculations. Where applicable, Government Furnished Equipment shall not be subject to the General Contractor's markup for overhead and profit but shall be subject to labor costs associated with installation of said equipment where the General Contractor's forces are involved. The foregoing markups and fees shall also apply to subsequent tenant improvements during the lease term.

12. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and

rates. Offerors shall also submit a lump sum price to provide overtime HVAC to the entire Government leased premises from 5:30 am to 7:00 am, Monday through Friday (exclusive of federal holidays). The cost of providing such overtime HVAC shall not be included in the offered rental rate, but shall be paid separately in a lump sum.

13. The amount of the Warm Lit Shell Credit required by Paragraph 1.4(D) of this SFO.

14. Adjustment for Vacant Premises reduction.

15. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.

16. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.

17. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

18. GSA will not conduct discussions nor will it consider an offer for award if the space offered is subject to a lease or lease option held by other parties, including, but not limited to, a right of first offer or refusal, that could reasonably be expected to prevent or unduly hinder offeror's timely performance under this SFO. Offerors must certify, in writing, that no such option encumbers the space offered to GSA.

19. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.

20. A Plan for Subcontracting with Small, Small Disadvantaged, Women Owned Small Businesses, Veteran Owned Small Businesses, Service Disabled Veteran Owned Businesses, and HUBZone Small Businesses.

21. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217 (July 94).

C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.

D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.

E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:

1. Rate structure required from subparagraph B shall include the following:

   a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.

   b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.

   c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.

   d. The annual amortized cost of the Tenant Improvements Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Improvements Allowance is stated in the Tenant Improvements Included in Offer paragraph elsewhere in this solicitation. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Improvements Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.

   e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.

1.9 BUILDING SHELL REQUIREMENTS (FEB 2007)

A. The Lessor shall provide a building shell (at the Lessor's expense), which the Lessor shall furnish, install and coordinate with Tenant Improvements and which shall include the following:

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.

2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.

4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.

5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO.

6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO.

7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.

8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided. Central HVAC systems shall be capable of maintaining inside temperatures required by this SFO under the specific lighting, occupancy, power load and other design conditions identified in this SFO. Inside air conditions shall be 75 degrees F. dry-bulb and 50% relative humidity in the summer and 72 degrees F. in the winter unless otherwise noted. Outside design conditions shall be based on ASHRAE Handbook of Fundamentals, current edition. Provide air conditioning for a power load of 3.5 watt per ANSI/BOMA Office Area square foot unless otherwise noted. Additionally, some 8,000 ANSI/BOMA Office Area SF will be used for heavy-duty copiers, computers and miscellaneous equipment and shall have a 35 watts per square foot load ("Enhanced Power Load Spaces"). These Enhanced Power Load Spaces, distributed across the facility will require additional cooling capacity. Several of these spaces will also require to be directly exhausted. The building's mechanical system, including chillers, pumps and risers on all floors should be capable of providing adequate cooling for the Enhanced Power Load Spaces and exhausting air from select spaces as required. Conference and meeting rooms, 500 sf or larger, shall be directly exhausted.

9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot. Electrical closets on each floor shall house distribution panels, capable of serving all special copying and other equipment needs on that floor.

10. *Lighting.* Parabolic type 2'-0" wide x 2'-0" high fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid for an open office plan to provide 50 foot candles uniform lighting at the work plane, 30" above finished floor, averaged throughout the work-space. The variations of lighting distribution levels shall not exceed 15% from the required value. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.

11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where

sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.

12. *Communication Rooms.* Building telecommunication rooms, vertically stacked on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.

13. *Architectural/Engineering Design*: All architectural and engineering costs for the building shell shall be borne by the Lessor.

1.10 TENANT IMPROVEMENTS INCLUDED IN OFFER (MAR 2007)

A. **The Tenant Improvements allowance is $42.08 per ANSI/BOMA Office Area square foot.** The Tenant Improvements Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.

B. The Tenant Improvements Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

1.11 TENANT IMPROVEMENT RENTAL ADJUSTMENT (MAR 2007)

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvements Allowance. The Government may use all or part of the Tenant Improvements Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvements Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.

2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvements Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvements Allowance, the payment of the Tenant Improvements Allowance by the Government will result in a decrease in the rent.

3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvements requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

1.12 PLANS WITH OFFER (SEP 2000)

All plans submitted for consideration shall have been generated by a computer aided design (CAD) program which is compatible with the latest release of autoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

1.13 BROKER COMMISSION AND COMMISSION CREDIT (NOV 2006)

A. For the purposes of this SFO, **Studley, Inc.** (the Broker) is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Lessor agrees that if the Lessor is paying a commission or fee in connection with this lease transaction to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Lessor will pay a commission to the Broker that it normally would be entitled to pursuant to local business practices, as evidenced through a brokerage agreement between the Lessor and the Broker. The commission will be negotiated between the Lessor and the Broker and will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that the commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction

Schedule and Acceptance of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer, the Offeror shall disclose any and all commissions and/or fees to be paid by the Lessor including both the Lessor's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.

Note: Subparagraphs B and C are not applicable to expedited lease transactions as defined by the National Broker Contract.

B. For the benefit of the Government, the Broker has agreed to forego **51.5 percent** of the commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.

C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of the commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

1.14 NEGOTIATIONS (MAY 2005)

A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.

B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.

C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.

D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.15 PRICE EVALUATION (PRESENT VALUE) (NCR VARIATION (MAY 2005))

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.

B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.

C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.

D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.

4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.

6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. The gross PVC shall be reduced by the total amount per ANSI/BOMA Office Area square foot of the offered Warm Lit Shell Credit. (This amount is present value; therefore, it will not be discounted.)

8. To the gross PVC will be added:

   a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

   b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

   c. The cost of relocation of furniture, telecommunications, replication costs, and other move-related costs, if applicable.

   d. The total cost of markups for the offeror's general contractor, Lessor's overhead including general conditions, architectural and engineering fees, and other profit and/or fees against the evaluated tenant improvement amount of up to $42.08 per BOMA Office usable square foot.

   e. The annual cost of providing regularly scheduled overtime heating and cooling to the entire leased premises from 5:30 am to 7:00 am, Monday through Friday (exclusive of federal holidays), escalated at 2.5 percent and discounted annually at 5 percent. The cost of providing such regularly scheduled overtime HVAC shall not be included in the offered rental rate, but shall be paid separately in a lump sum payment.

   f. The annual cost of additional unscheduled overtime heating and cooling, per ANSI/BOMA Office Area square foot, discounted annually at 5 percent. The cost of overtime heating and cooling will be determined by multiplying the rate submitted by the Offeror by the Government's projected use of **400** overtime hours per year with the result converted to a price per ANSI/BOMA Office Area square foot. The actual amount of overtime hours used during the year may differ from the projected use. The Government will make a lump sum payment for only the actual number of overtime hours used during the year.

9. The sum of either subparagraphs 5 and 8 less subparagraph 7 or subparagraphs 6 and 8 less subparagraph 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

1.16 HISTORIC PREFERENCE (SEPT 2004)

A. The Government will give preference to offers of space in historic properties following this hierarchy of consideration:

(1) Historic properties within historic districts.

(2) Non-historic developed and non-historic undeveloped sites within historic districts.

(3) Historic properties outside of historic districts.

B. *Definitions.*

(1) "Determination of eligibility" means a decision by the Department of the Interior that a district, site, building, structure or object meets the National Register criteria for evaluation although the property is not formally listed in the National Register (36 CFR 60.3(c)).

(2) "Historic district" means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The historic district must be included in or be determined eligible for inclusion in the National Register of Historic Places.

(3) "Historic property" means any pre-historic or historic district, site, building, structure, or object included in or been determined eligible for inclusion in the National Register of Historic Places maintained by the Secretary of the Interior (36 CFR 800.16(l)).

(4) "National Register of Historic Places" means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of space must meet the terms and conditions of this solicitation. The Contracting Officer has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of an historic building, such as high ceilings and wooden floors, or to maintain the integrity of an historic district, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:

(1) First to suitable historic properties within historic districts, a 10 percent price preference.

(2) If no suitable historic property within an historic district is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.

(3) If no suitable non-historic developed or undeveloped site within an historic district is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.

(4) Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.

E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:

(1) First to suitable historic properties within historic districts, a 10 percent price preference.

(2) If no suitable historic property within a historic district is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.

(3) If no suitable non-historic developed or undeveloped site within an historic district is offered or remains in the competition, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.

(4) Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.

F. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a contract in the amount of the actual price(s) proposed by the successful Offeror and accepted by the Government.

G. To qualify for a price evaluation preference, Offerors must provide satisfactory documentation in their offer that their property qualifies as one of the following:

(1) An historic property within an historic district.

(2) A non-historic developed or undeveloped site within an historic district.

(3) An historic property outside of an historic district.

1.17 AWARD (JAN 1997)

A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties. **The Government reserves the right to award upon receipt of initial offers.**

B. The proposed lease shall consist of:

1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
2. required clauses,
3. required certifications and representations,
4. the pertinent provisions of the offer,
5. the pertinent provisions of the SFO, and

C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.18 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in subparagraphs B and C.

B. For those buildings or additions to buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the International Conference of Building Officials' (ICBO) *Uniform Building Code* (UBC), the Building Officials and Code Administrators (BOCA) *National Building Code*, or the Southern Building Code Congress International (SBCCI) *Standard Building Code*.

C. All design and engineering documents, including structural engineering calculations, shall be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.19 LABOR STANDARDS (AUG 2003)

A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant buildout) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: *http://www.arnet.gov/far/*

52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-6	Davis-Bacon Act
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination-Debarment
52.222-13	Compliance with Davis-Bacon and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility

2.0 AWARD FACTORS

2.1 SEISMIC SAFETY (FEB 2007)

A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.

B. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:

1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.

2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
	Model Building Seismic Design Provisions		
BUILDING TYPE[1]	BOCA[ls]	SBCCI[ls]	UBC[ls]
Wood Frame, Wood Shear Panels (Type W1 and W2)[2]	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994[4]
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1)[3]	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM)[5]	*	*	1991[6]
Unreinforced Masonry (Type URMA)	*	*	*

1 Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
2 Buildings on hillside sites shall not be considered Benchmark Buildings.
3 Flat Slab Buildings shall not be considered Benchmark Buildings.
4 Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
5 URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
6 Refers to the UBCB Section of the UBC.
ls Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
* No Benchmark year; building shall be evaluated using FEMA-310.
** Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.
SBCCI Southern Building Code Congress International, *Standard Building Code*.
UBC International Conference of Building Officials, *Uniform Building Code*.

3. Section 1.3.2, Leased Buildings, shall be revised as follows:

   a. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
      i. The leased space is less than 10,000 square feet **AND**
      ii. The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_S, is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1, is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.

4. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.

5. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

2.2 AWARD BASED ON PRICE (SEP 2000)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

3.0 MISCELLANEOUS

3.1 TENANT IMPROVEMENTS PRICING REQUIREMENTS (MAR 2007)

A. Under the provisions of FAR Subpart 15.4, the Lessor must submit information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism in conjunction with the Tenant Improvements.

B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:

1. The Lessor shall submit to the Government a proposal for overhead, profit, and architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).

2. The Tenant Improvements scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.

3. No building shell items shall be included in the pricing for the Tenant Improvements.

4. Each proposal shall be 1) submitted in a Multiple Division Tenant Improvements Cost Summary (TICS) table (to be provided by the Government) by the proposed General Contractors (or subcontractors) and 2) reviewed by the Government. The General Contractors shall submit the supporting bids from the major subcontractors. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.

5. A minimum of three qualified general contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the general contractors, a minimum of three qualified subcontractors from each trade of the Multiple Division TICS table shall be invited to participate in the competitive proposal process.

6. The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.

7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.

8. The Lessor shall complete the competition and the cost proposal process in the time frame specified in the Construction Schedule and Acceptance of Tenant Improvements paragraph in this section.

9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.

10. The Lessor shall complete the work within the time frame requirements illustrated in the Construction Schedule and Acceptance of Tenant Improvements paragraph in this section.

3.2 SUBSEQUENT TENANT ALTERATIONS $100,000 OR LESS (MAR 2007)

A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form when specifically authorized to do so by the Contracting Officer. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.

B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.3 ALTERNATE PROPOSALS

A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:

1. itemized costs for lump sum payment not to be included in the rental rate and

2. a rental rate which includes the costs of these items.

B. The Offeror shall provide costs for both methods of evaluation on GSA Form 1364, Proposal to Lease Space, in order to be considered for award. GSA may elect the option it deems most favorable.

3.4 TAX ADJUSTMENT (SEP 2000)

A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.

B. Base year taxes as referred to in this paragraph are the real estate taxes for the first 12-month period of the lease term coincident with full assessment.

C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.

D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**

E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.

1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.

2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is _____ percent based upon an occupancy of _____ rentable square feet in a building of _____ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are _____.

G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.5 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.6 OPERATING COSTS (NCR VARIATION (NOV 2001)

(A) Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water and sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base operating cost adjustments. The agreed-upon initial operating costs shall be stated on the SF-2 or other lease document.

(B) The amount of adjustment will be determined by multiplying the base operating costs by the percent change in the revised Consumer Price Index (CPI) for wage earners and clerical workers, U.S. City average, all items figure, (1982-1984 = 100) published by the Bureau of Labor Statistics, U.S. Department of Labor.

(C) The first percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month before the anniversary date of the lease. For example, a lease commencing in June of 2001 would use the index published for May of 2001 and that figure would be compared with the index published for May of 2002 to determine the percent change.

(D) Each successive adjustment shall use the percent difference between the prior year index figure and the current year index figure for the month before the next anniversary date of the lease. In the example used, the second adjustment would compare the CPI for May of 2002 with that of May of 2003 to determine the percent change. The percent change shall be applied to the **escalated** operating costs from the previous year. For example, if the initial operating costs were $10,000 and the initial adjustment calculated under paragraph (C) above were $250, then the operating costs to be used for the second adjustment calculation would be $10,250.

(E) Payment will be by permanently adding 1/12 of the adjustment to the monthly installment of fixed rent. Rental adjustments will be **effective** on the anniversary date of the lease. Payment of the adjusted rental rate will become **due** (for purposes of any interest due) on the first workday of the second month following the publication of the CPI for the month prior to the anniversary date (adjustment effective date).

(F) If the Government exercises an option to renew the lease term annual adjustments will continue in the manner described above.

(G) Change in base operating costs.

(i) If a change in the operating costs occurs for such things as commencement of daytime cleaning or expansion of space (where the expansion space is rented at the same rate as the original space), annual adjustments shall be calculated separately on the increase/decrease in operating costs. However, such adjustment shall be effective only after the increased costs have been in effect for at least one year. **Therefore, for expansions not occurring on the anniversary date of the lease, the adjustment shall be due and payable on the anniversary date of the lease following the first anniversary date of the expansion**. The first rent adjustment for the increase in base operating costs shall be calculated by comparing the CPI for the month before the effective date of the change in base operating costs (such as the expansion effective date) with the CPI for the month before the lease anniversary date. For subsequent adjustments, the increase in the base operating costs shall be added to the other escalated base operating costs and only one calculation shall be made.

(ii) In cases where an expansion of leased space occurs and the expansion space is rented at a different rate than the original space, the base operating costs shall be reestablished in the Supplemental Lease Agreement to take the additional space. The new base operating costs shall be a prorated blend of the escalated original base operating costs and the base operating costs for the new space from the GSA Form 1217 for the new space. The CPI's shall continue to be determined as specified in paragraph (D) above, and operating cost rental adjustments shall continue to be made on the anniversary date of the lease.

(H) In the event of a decrease in the CPI during the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reduction will be determined in the same manner as increases in the rent provided under this clause.

(I) The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

3.7 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

3.8 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.9 ANSI/BOMA OFFICE AREA SQUARE FEET (NCR VARIATION (AUG 2002))

A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present. For purposes of this solicitation, floor common area, including rest rooms, janitors closets, telephone and electrical closets, mechanical rooms ,elevator lobbies, and public or fire safety egress corridors are not included.

3.10 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.11 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.12 LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of one day's rent for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law; expressly including costs associated with lease extensions.

3.13 VENDING FACILITIES (SEP 2000)

A. Approximately TBD square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and may control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.

B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

3.14 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.

B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.15 RELOCATION ASSISTANCE ACT (MAR 2002)

A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

B. Offerors shall incorporate the cost of such assistance into their shell rental rate.

C. The successful Offeror shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

3.16 EVIDENCE OF CAPABILITY TO PERFORM (AUG 2008)

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.

2. Compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority.

3. Evidence of ownership or control of site.

B. AFTER AWARD:
Within 15 days after lease award, the Lessor shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.

2. The name of three proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.

3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. AFTER ISSUANCE OF NOTICE TO PROCEED FOR TENANT IMPROVEMENTS:
Within 15 days after the Contracting Officer issues the Notice to Proceed for Tenant Improvements, the Lessor shall provide to the Contracting Officer evidence of:

1. Award of a construction contract for Tenant Improvements with a firm completion date. This date must be in accord with the construction schedule for tenant improvements as described in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of this SFO.

2. Issuance of a building permit covering construction of the improvements.

3.17 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (MAR 2007 REVISED)

A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into six tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's working/construction drawings (Government reserves the right to ask for submittals at 50% and 90% stages); 4) the Government's review of the working/construction drawings; 5) the Lessor's construction of the subject leased area; and 6) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to working days shall be based upon a 5-day work week (Monday through Friday, exclusive of federal holidays). References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. DESIGN INTENT DRAWINGS:

1. The Lessor shall prepare, out of the Tenant Improvement Allowance, and provide to the Government, for the Government's approval, design intent drawings, including blocking, stacking, and space planning if necessary, detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. The Design intent drawings shall be due from the Lessor within **twenty (20)** working days from award.

2. *Review.* The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO, the POR, and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within **three (3)** working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have **ten (10)** working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review, which the Government shall complete within **three (3)** working days of receipt of such from Lessor. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

C. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, out of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's 100% working/construction drawings shall be due to the Government within **twenty (20)** working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others. The Government may also require at the time of submission of working/construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government which are beyond the scope of the original SFO and its attachments. Any work shown on the working/construction drawings which is building shell shall be clearly identified as such.

D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's working/construction drawings prior to the Lessor's commencement of interior construction. The Government's review of the working/construction drawings is limited to the working/construction drawings' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of working/construction drawings within **five (5)** working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working/construction drawings, the Government shall state such in writing to the Lessor, and the Lessor shall have **ten (10)** working days to cure all noted defects before returning the working/construction drawings to the Government for a subsequent review, which the Government shall complete within **five (5)** working days of receipt of such from Lessor. Upon complete Government review for conformance of the working/construction drawings to the design intent drawings, **A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR**, and the Lessor shall obtain the necessary permits and shall commence construction of the space. Notwithstanding the Government's review of the working/construction drawings, the Lessor is solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Government-approved design intent drawings.

E. TENANT IMPROVEMENTS PRICE PROPOSAL

Within **ten (10)** working days of Government review for conformance of the construction drawings, the Lessor must submit the written price proposal along with adequate cost and pricing data or the documentation of the competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph in this section) and for any costs or credits to the Government that

are beyond the scope of the original SFO and its attachments. Any work shown on the construction documents that is building shell shall be clearly identified and priced as such. After negotiation and acceptance of the Tenant Improvements price, **A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR**, and the Lessor shall commence construction of the Tenant Improvements.

F. CONSTRUCTION OF TENANT IMPROVEMENTS:
The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within **fifty (50)** working days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

G. ACCEPTANCE OF SPACE:
Ten (10) working days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have five (5) working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.

2. Before the Government will accept space, the Lessor shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements and 2) a copy of the Certificate of Occupancy. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets, at a minimum, all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

H. RENT COMMENCEMENT:
The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in Paragraph 1.7

I. LEASE COMMENCEMENT:
The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space. In any case, the lease commencement date shall not be prior to the rent commencement date.

3.18 PROGRESS REPORTS (SEP 2000)
After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 10 days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

3.19 CONSTRUCTION INSPECTIONS
A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.

B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

3.21 REQUIRED PROOF OF AUTHORITY (NCR VARIATION (AUG 2002))
As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the lease:

A. General Partnership – Copy of Partnership Agreement
B. Limited Partnership – Copy of Partnership Agreement or copy of current Certificate of Limited Partnership
C. Corporation – Corporate Resolution certified by the Secretary of the Corporation or an Informal Action signed by the Board of Directors. The Resolution or Informal Action must approve the lease and indicate who has authority to sign for the corporation.
D. Joint Venture – Copy of Joint Venture Agreement

E. Company – Copy of formation document indicating who can bind the company

4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (NCR VARIATION (AUG 2002))

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. ceiling grid and tile;
2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
3. duct work and HVAC equipment;
4. wiring and electrical equipment;
5. aluminum and/or steel doors and frames;
6. hardware;
7. drywall;
8. steel studs;
9. carpet, carpet backing, and carpet padding;
10. wood;
11. insulation;
12. cardboard packaging;
13. pallets;
14. windows and glazing materials;
15. all miscellaneous metals (as in steel support frames for filing equipment); and
16. all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.

B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/(ASHRAE) Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7 SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8 CAD AS-BUILT FLOOR PLANS (NCR VARIATION (AUG 2002))

A. Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer at Lessor's cost and the Government shall be entitled to a thirty (30) day inspection period within which to evaluate the quality of the plans. In the event it is determined within the thirty (30) day inspection period that the plans are defective, the Lessor shall provide another set of plans to replace the defective set. After acceptance of the plans, any additional plans will be at the cost of the Government. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number and conform to "PBS Standards for CAD Deliverables" (OCT 2001) which are available by request or on the web at http://www.gsa.gov/attachments/GSA_POLICIES/extpol/CADdeliverables_6.pdf. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

B. The Lessor shall be responsible to maintain CAD as-built floor plans at the tenant's expense with each improvement project, which occurs in the Government's space during occupancy. At the time of each update, the Lessor will be responsible to

validate all measurements and construction features of the space. In the event that the tenant has made buildout improvements to the space without the Lessor's knowledge or consent, the Government will be responsible for the fair and reasonable design fees to update the as-built drawings.

4.9 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 80 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 150 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.10 EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.11 WINDOWS (NCR VARIATION (AUG 2002))

A. Office space must have "new" and modern, or "refurbished," windows acceptable to the Contracting Officer in each exterior bay. All windows shall be weather-tight. Air infiltration in exterior glazing systems must be no greater than .20 cfm/linear foot of sash perimeter, per ASTM E 783, at a static pressure of 6.24 psf. Windows shall have a fixed sash.

B. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

4.12 ACCESSIBILITY (FEB 2007)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

4.13 LANDSCAPING (SEP 2000)

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent pollution by:

1. employing practices which avoid or minimize the need for fertilizers and pesticides;

2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and

3. composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, *www.epa.gov/cpg*.

D. The Contracting Officer shall approve the landscaping to be provided.

5.0 ARCHITECTURAL FINISHES

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the *www.epa.gov/cpg/products.htm* web site.

B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:

1. the cost of the recommended product is unreasonable;
2. inadequate competition exists;
3. items are not available within a reasonable period of time; and
4. items do not meet the SFO's performance standards.

5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.

B. Refer to EPA's environmentally preferable products web site, *www.epa.gov/opptintr/epp*. In general, environmentally preferable products and materials do one or more of the following:

1. contain recycled material, are biobased, or have other positive environmental attributes;
2. minimize the consumption of resources, energy, or water;
3. prevent the creation of solid waste, air pollution, or water pollution; and
4. promote the use of non-toxic substances and avoid toxic materials or processes.

5.3 LAYOUT AND FINISHES

A. All required finish selection samples shall be provided within 5 days of the request for such by the Contracting Officer. GSA shall deliver layout drawings and necessary finish selections to the Lessor within 30 days after award or after receipt of plans and samples, whichever is later.

B. All building finishes shall be for first class, modern space.

C. Only Government approved finishes shall be installed.

D. Samples of the building's common area finishes (elevator lobbies, common corridors, rest rooms, etc.) may be required by the Government as a component of the Lessor's offer.

5.4 WOOD PRODUCTS (SEP 2000)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (*www.fscus.org/*) or the Certified Forest Products Council web site (*www.certifiedwood.org/*).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: *www.certifiedwood.org/Resources/CITES/CITESContent.html*.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

5.5 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.6 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.7 CEILINGS (SEP 2000)

A. Ceilings shall be at least 8 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. The Lessor shall provide the maximum finished ceiling height possible within the existing slab-to-slab heights and within the foregoing finished ceiling height range (in accordance with SFO section 1.4(c)). Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.

B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.70 throughout the Government-demised area.

C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.

E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:

1. *Restrooms.* Plaster or pointed and taped gypsum board.

2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.

3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.8 WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

1. *Physical Requirements.*

a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.

b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.

2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

B. TENANT IMPROVEMENT INFORMATION:

1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less that 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.

2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

C. SAMPLES:

The Lessor shall provide at least 5 samples of each type of wall covering to be installed for selection by the Contracting Officer.

5.9 PAINTING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.

2. Public areas shall be painted at least every 3 years.

3. All painted surfaces within the tenant occupied space shall be repainted at Lessor expense (including assembly and disassembly of systems furniture if needed) at the conclusion of lease year five (5). All work shall be performd after normal tenant working hours and coordinated with the Contracting Officer.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.

2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.

3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings (including assembly and disassembly of systems furniture if needed), any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.

5.10 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

3. Double wide doors shall be provided for the connection between the loading dock and the freight elevator

4. In buildings with dedicated entrance(s) to the Government space, such entry doors shall be controlled by the Government's electronic security system.

5.11 DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

2. Double wide doors shall be provided for the connection between the freight elevator and select spaces in the tenant demised areas, as identified in the POR.

3. The Government may require that all suite entry doors be card reader controlled and networked to the Government's electronic security system.

5.12 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.13 DOORS: HARDWARE (NOV 2005)

A. BUILDING SHELL:
Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:
Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

5.14 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:
All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense. If not already installed, the location and design of such signage will need approval of the Contracting Officer prior to installation.

B. TENANT IMPROVEMENT INFORMATION:
Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.15 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:
Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.16 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:
Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.17 PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:
Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 40. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.18 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.

2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

B. CARPET – REPAIR OR REPLACEMENT:
1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:

   a. backing or underlayment is exposed;

   b. there are noticeable variations in surface color or texture; or

   c. tears and tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings including assembly/disassembly of systems furniture if needed. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:
1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:

   a. it has curls, upturned edges, or other noticeable variations in texture.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:
1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.

2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.

3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

E. INSTALLATION:
Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

5.19 CARPET: BROADLOOM (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF, Talisman Mills, woolblend), soil-hiding nylon, or wool nylon blends or polyethylene terephthalate (PET) resin.

2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.

3. *Carpet Pile Construction.* Carpet pile construction shall be level loop, textured loop, level cut pile, or level cut/uncut pile.

4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level-loop or textured-loop construction. Pile weight shall be a minimum weight of 32 ounces per square yard for level-cut/uncut construction.

5. *Secondary Back.* The secondary back shall be jute or synthetic fiber for glue-down installation.

6. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.

7. *Pile Height.* The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.

5.20 CARPET TILE (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.

2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.

3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.

4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.

5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.

6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.

7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.

8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).

9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.

10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

5.21 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.7 in accordance with ASTM C-423.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in mechanical spaces.

3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

   a. Conference rooms NIC 40

   b. Offices NIC 35

4. *Testing.*
   a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

   b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.22 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer. Where deemed appropriate by the Contracting Officer, roller shades may be installed.

2. *Draperies.* If draperies are required, the following minimum specifications shall apply:

   a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.

   b. Construction. Any draperies to be newly installed, shall be made as follows:

      i. fullness of 100 percent, including overlap, side hems, and necessary returns;
      ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
      iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
      iv. three-fold pinch pleats;
      v. safety stitched intermediate seams;
      vi. matched patterns;
      vii. tacked corners; and
      viii. no raw edges or exposed seams.

   c. Use of existing draperies must be approved by the Contracting Officer.

5.23 BUILDING DIRECTORY (SEP 2000)

A. BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

5.24 FLAG POLE (SEP 2000)

A. BUILDING SHELL:

If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by GSA.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:
The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2 ENERGY COST SAVINGS (SEP 2000)

A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the *www.epa.gov/energystar* web site.

B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.

C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the *www.eren.doe.gov/femp* web site, or call the FEMP Help Desk at 1-800-566-2877.

6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:
The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

2. Each main toilet room shall contain the following equipment:

   a. a mirror above the lavatory;

   b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;

   c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;

   d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;

   e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;

   f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;

   g. a disposable toilet seat cover dispenser; and

   h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 50 percent men and 50 percent women.

2. Refer to the schedule separately for each sex.

NUMBER OF MEN*/WOMEN	WATER CLOSETS	LAVATORIES
1 - 15	1	1
16 - 35	2	2
36 - 55	3	3
56 - 60	4	3
61 - 80	4	4
81 - 90	5	4
91 - 110	5	5
111 - 125	6	5
126 - 150	6	**
> 150	***	

* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.

** Add one lavatory for each 45 additional employees over 125.

*** Add one water closet for each 40 additional employees over 150.

3. For new installations:

   a. Water closets shall not use more than 1.6 gallons per flush.

   b. Urinals shall not use more than 1.0 gallons per flush.

   c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:
Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.7 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

1. Temperatures shall be 75 degrees F. dry-bulb and 50% relative humidity in the summer and 72 degrees F. in the winter unless otherwise noted and shall conform to local commercial operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

2. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.

3. Simultaneous heating and cooling in the same zone are not permitted.

4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

5. *Equipment Performance*. Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.

6. *HVAC Use During Construction*. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

   a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;

   b. no permanent diffusers are used;

   c. no plenum-type return air system is employed;

d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and

e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

10. The ductwork shall be designed and insulated to minimize aerodynamic (flow-generated) noise and comply with acoustic criteria in accordance with 2003 ASHRAE Applications Handbook.

B. TENANT IMPROVEMENT INFORMATION:

1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 1,000 ANSI/BOMA Office Area square feet on the building's perimeter and 2,000 ANSI/BOMA Office Area square feet in the interior spaces. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment or Computer Room Air Conditioning (CRAC) units shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8 VENTILATION (NCR VARIATION (AUG 2002))

A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. Where ASHRAE Standard 62 and local codes conflict, the more stringent shall apply.

B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.

C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:

1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and

2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.9 VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10 BUILDING COMMISSIONING

Building commissioning to include (a) testing, adjustment, and balancing of air systems; (b) testing; adjustment, and balancing of hydronic systems; (c) measurement of final operating condition of environmental systems; and (d) smoke control system testing; shall be performed by the Lessor, at his own cost, in accordance with AABC, and ASHRAE procedural standards. A complete report of the final testing and balancing (including re-balancing as necessary) shall be provided to the Contracting Officer prior to occupancy. If complaints with the indoor environment are received after occupancy, the Government will require that any balance or system problems are addressed within 2 days, at no cost to the Government.

6.11 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other

purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

6.12 ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 25 percent spare load capacity and 50 percent spare circuit breaker capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 25 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.

2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.

3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and date outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.

2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.

3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. Cable on floor surface is not acceptable.

6.13 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

6.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.

2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

   a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,

   b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,

   c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and

   d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.*

3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

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B. TENANT IMPROVEMENT INFORMATION:
Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

6.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.

3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.

4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:
Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

6.16 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:
The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays or J-hooks to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays or J-hooks shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 3 isolated-ground "computer" receptacles.

2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays or J-hooks to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays or J-hooks shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

4. The Lessor's electrical contractor will be responsible for connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government

contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.18 ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.19 ELEVATORS (FEB 2007)

A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE:
Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet ABAAS requirements.

C. SAFETY SYSTEMS:
Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

D. SPEED:
The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:
Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

6.20 LIGHTING: INTERIOR AND PARKING (FEB 2007)

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:

   a. The Lessor shall provide deep-cell parabolic louver 2'-0" wide x 4'-0" high or 2'-0" wide x 2'-0" high (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other non-working areas...

   b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. A minimum of 1 foot-candle of Illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.

   c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

   d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.

   e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled

by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL (NCR VARIATION (AUG 2002))

A. Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

B. At the Government's expense, the Lessor shall be responsible for preventive maintenance and repair of all special, Government specified, new or existing Government owned mechanical, electrical, and plumbing equipment (excluding computers, telephone systems, and other communication equipment) installed by the Lessor and as identified by the Government. The cost of the maintenance will be negotiated as an increase in base rent by adjusting the base operating expense and service and utility rate per square foot, either before or after award of the lease, once the scope of work has been identified. An adjustment to the option term base operating expenses and service and utility rate per square foot shall also be negotiated.

7.2 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and federal holidays.

7.3 OVERTIME USAGE (JAN 1997)

A. The overtime rate for utilities for the warm-lit shell and government demised area is:

$_____ per annum to provide regularly scheduled overtime HVAC to the entire leased premises from **5:30 am** to **7:00 am**, Monday through Friday (exclusive of federal holidays), which amount shall be payable by the Government in lump sum payments separate and apart from the rent.
$ _____ per hour for additional hours beyond the Normal Hour Schedule and beyond the regularly scheduled overtime referenced above.
$ _____ per hour for Sundays or holidays. A minimum of _____hours will be charged or each usage.

The Sunday and holiday rates include engineering fees, if applicable. The foregoing rates shall escalate in a manner consistent with Operating Cost Escalation (section 3.6).

B. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

C. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager or other designated Contracting Officer Representative. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.

D. When the cost of service is $2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than $2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.

E. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.4 UTILITIES: SEPARATE FROM RENTAL (SEP 2000)

A. The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy-intensive building systems can operate under the control conditions stated in this SFO. The statement shall also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, *Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings*, or more restrictive state/local codes.

B. The Lessor shall provide separate meters for utilities to be paid for by the Government. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. Refer to the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.

7.5 BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

7.6 JANITORIAL SERVICES (SEP 2000)

A. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.

B. SELECTION OF CLEANING PRODUCTS:
The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;

2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and

3. minimize the use of harsh chemicals and the release of irritating fumes.

4. Examples of acceptable products may be found at *http://pub.fss.gsa.gov/environ/clean-prod-catalog.html*.

C. SELECTION OF PAPER PRODUCTS:
The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily*. Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

2. *Three Times a Week*. Sweep or vacuum stairs.

3. *Weekly*. Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

4. *Every Two Weeks*. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

5. *Monthly*. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

6. *Every Two Months*. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

7. *Three Times a Year*. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

8. *Twice a Year*. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

9. *Annually*. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

10. *Every Two Years*. Shampoo carpets in all offices and other non-public areas.

11. *Every Five Years*. Dry clean or wash (as appropriate) all draperies.

12. *As Required*. Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

7.7 SCHEDULE OF PERIODIC SERVICES (NCR VARIATION (AUG 2002))

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly. Such schedule shall be updated in writing to the Contracting Officer every two (2) years.

7.8 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.9 FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.10 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.

B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 CERTIFICATE OF OCCUPANCY (MAY 2005)

The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

8.2 FIRE PROTECTION AND LIFE SAFETY (MAY 2005)

A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code*, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.

B. Offered space shall provide unrestrictive access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit.

8.3 AUTOMATIC SPRINKLER SYSTEM (MAY 2005)

A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems*.

E. Definitions:

1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.

2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

8.4 FIRE ALARM SYSTEMS ((NCR VARIATION) JUL 2004)

A. Fire alarm systems shall be provided in accordance with the requirements of NFPA Standard No. 72. If the fire alarm system is over 25 years old, a new voice fire alarm system must be installed prior to Government acceptance and occupancy of the offered space per the latest building code and NFPA 72. If the fire alarm system is over 10 years old, a copy of all maintenance records for the past two years shall be submitted as part of SFO Attachment # 4 to the offeror's proposal. The information shall be reviewed by the Government to determine whether a new fire alarm system will be required. If a new fire alarm system is required, the offeror will be required to provide such system at its sole cost and expense prior to Government acceptance and occupancy of the offered space.

B. The fire alarm system shall be maintained by the lessor in accordance with NFPA Standard No. 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station. Emergency power must be provided in accordance with NFPA Standards 70 and 72.

8.5 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6 ASBESTOS (SEP 2000)

The leased space shall be free of all asbestos-containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

8.7 ASBESTOS (SEP 2000)

A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building areas; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.

B. *Definition.* ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet the conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

D. *Management Plan.* If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

8.8 INDOOR AIR QUALITY (SEP 2000)

A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO_2), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO_2 - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.9 RADON IN AIR (SEP 2000)

A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."

B. INITIAL TESTING:

1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.

2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.

3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM:

1. *Program Initiation and Procedures.*

   a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.

   b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.

   c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.

   d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.

2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.

3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. *Standard Test.* Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

2. *Short Test.* Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

8.10 RADON IN WATER (SEP 2000)

A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.11 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.12 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

8.13 OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor is required to participate in the development and implementation of the Government Occupant Emergency Plan. The Occupant Emergency Plan shall include procedures for notification of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.

9.0 LEASE SECURITY STANDARDS

9.1 GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oca.gsa.gov.

2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.

3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.

4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

5. Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

9.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

9.3 ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access.

9.4 EMERGENCY POWER TO CRITICAL SYSTEMS (TENANT IMPROVEMENT) (NOV 2005)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.

9.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

9.6 ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

9.7 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

9.8 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)
The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

9.9 BUILDING SECURITY PLAN (NOV 2005)
The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

9.10 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)
The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

9.11 BACKGROUND SECURITY CHECKS (NOV 2005)
Background Security Checks for Contract Service Personnel:

A. The Government will conduct background checks on contractors with routine access to Government leased space.

B. The Lessor shall submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space. For the purpose of this requirement, routine access shall be any period beyond 30 calendar days.

C. The Contracting Officer (or the Contracting Officer's designated representative) will furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 85P, Statement of Personal History, to be completed by each person and returned by the Lessor to the Contracting Officer (or designee) within 10 working days from receipt of the forms. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer (or designee) will advise the Lessor in writing if an employee fails the check, and effective immediately, such employee will no longer be allowed to work or be assigned to work in the Government's space.

D. Throughout the life of the lease, the Lessor shall provide the same data for any new employee(s), contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Lessor shall resubmit Form FD-258 and Form 85P for every employee covered by this paragraph on a 3-year basis.

9.12 ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)
The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government.

9.13 ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)
The Lessor shall provide and install peepholes in all doors to the Government-occupied space as an effective visual recognition system for small offices. This system shall comply with the Architectural Barriers Act, section F230.1.

9.14 ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005)
The Lessor shall provide and install an intercom system to be used in conjunction with the peephole system. This system shall comply with the Architectural Barriers Act, section F230.0.

9.15 ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (NOV 2005)
The Lessor shall provide and install an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. This system shall comply with the Architectural Barriers Act, section F230.0.

9.16 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)
Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

9.17 CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)
The Lessor shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording, provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer.

9.18 CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005)
When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be posted.

9.19 SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)

A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,

B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or ASTM F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

9.20 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)
The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

Solicitation Attachment #1
Rate Structure

Building: Randolph Square – 2800 S. Randolph Street **Term:** 10 years firm **Space/Area:** 18,096 BOUSF

BOMA Office Usable Square Feet Offered:	All Offered Space
1. Base Rate: The INITIAL firm term base rate per BOMA Office Usable square foot (USF) for the Warm-Lit Shell (excluding the cost of services and utilities in line item #2 below). **The base rate shall be flat over the firm term.** **Please Note: The Warm-Lit Shell includes paint, however it does not include carpeting or shuttle service**	$ 25.73
2. The BASE YEAR operating costs per USF. This equals line 27A of the GSA Form 1217 divided by the Total USF in the building.	$ 8.54
3. Tenant Improvements: (a) The annual cost to amortize the Tenant Improvements allowance, such allowance being **$42.08** per USF for evaluation. Such amortization is to be compounded monthly over the term of the lease. (b) The annual percentage interest rate, compounded monthly, to be used by the Lessor to amortize the cost of the Tenant Improvements **up to $42.08** per USF over the term of the lease.	$ 4.40 0.9 %
4. The fully serviced lease rate per USF for the term inclusive of a $42.08 per USF Tenant Improvement allowance. This equals the sum of lines 1, 2, and 3(d) above.	$ 38.67
5. The number of months of free rent being months without any payment of base rent, operating expenses, or an amortization of a $42.08 psf Tenant Improvement allowance.	0 mos.
6. The lump sum cost per annum for: (a) Each reserved parking contract in the building's garage or surface parking lot. (b) Each non-reserved parking contract in the building's garage or surface parking lot. (c) Annualized cost to lease the entire parking garage for security purposes.	$ 0 $ 0 $ N/A

FIRE PROTECTION & LIFE SAFETY EVALUATION

The offeror represents and agrees, as part of its offer, that the proposed space/building is as described below and contains the identified features and devices. THIS EVALUATION WILL BE MADE BY BOTH THE OFFEROR AND A REGISTERED FIRE PROTECTION ENGINEER. THE FIRE PROTECTION ENGINEER'S OFFICIAL STAMP (PROFESSIONAL LICENSE) MUST BE PLACED ON THE EVALUATION. **Should this form not provide sufficient space to respond adequately to any question, additional pages should be attached.**

BUILDING NAME:	**Randolph Square, The Village at Shirlington**
BUILDING ADDRESS:	**2800 South Randolph Street**
CITY:	**Arlington**
STATE:	**Virginia**

BUILDING CODE AND FIRE CODE ADOPTED BY LOCAL JURISDICTION

Building Code: Virginia Statewide Bldg. Code (2003)	**Year:**	**IBC (2000)**
Fire Code: Virginia Statewide Fire Prevention Code (2003)	**Year:**	**IFC (2000)**

SIZE AND LAYOUT

The following information applies to (check one):
____ an existing building
__X__ a building planned for lease construction
____ a building planned for lease construction with Government option to purchase

Space offered to Government (By Floor): ALL

Approximate gross area of typical floor (identify atypical floors individually)
Parking Level (Open) 44,062 GSF; Parking Level (Enclosed) 36,562 GSF; Office 26,444 GSF.

Building Height in Feet Above the Lowest Level Of Fire Department Vehicle Access: 131 FT

Number of Stories Above Grade: 9 stories.

Number of. Stories Below Grade: None

OTHER OCCUPANCIES IN BUILDING (Check All That Apply)

Restaurants: A-2
Laboratories: _____
Storage: S-2 Parking
Retail: Ground Floor (A-2)
Other, list: _____

BUILDING CONSTRUCTION TYPE (Check One)

Fire resistive: X *,** **Unprotective non-combustible:** _____
Ordinary: _____ **Wood Frame:** _____ **Heavy Timber:** _____
*** High Rise Office Building = IB. ** Parking Structure = IIB.**

PUBLIC ADDRESS SYSTEMS

Please Check "Yes," "No" or "NA" to the following question:	YES	NO	NA
A Public address system is provided throughout the building	X		

PLEASE ANSWER "YES" OR "NO" TO THE FOLLOWING QUESTIONS:	YES	NO
The building electrical system appears to comply with the National Electrical Code in that there are no obvious deficiencies (e.g. temporary wiring, use of extension cords, deteriorated equipment, missing equipment, etc.). If potential problems are noted, describe on an attached sheet.	X	
THE FOLLOWING ITEMS ARE LOCATED IN THE SUBJECT BUILDING:		
Laboratories		X
Firing Ranges		X
Parking Garages (unsprinklered)		X
Print Shops (unsprinklered)		X
BUILDING EXITS HAVE THE FOLLOWING FEATURES:		
There are at least two exits from each floor (scissor stairs count as only one exit).	X	
Exits are remote in accordance with the requirements of NFPA 101..	X	
Travel distance to exits are in accordance with the requirements of NFPA 101.	X	
All exits discharge in accordance with the latest version of NFPA 101 or BOCA, National Building Code.	X	
Exit access is at least 44 inches wide.	X	
Dead ends and common paths of travel are in accordance with the latest version of NFPA 101.	X	
A FIRE ALARM IS REQUIRED FOR THIS OCCUPANCY TYPE BY NFPA 101 OR BOCA.		
A fire alarm system is provided in accordance with NFPA 72.	X	
Manual evacuation alarm sounds in building.	X	
Alarm is transmitted to a listed central station or local fire department.	X	
Battery back-up power is provided for the fire alarm system in accordance with NFPA 72.	X	

PLEASE ANSWER "YES" OR "NO" TO THE FOLLOWING QUESTIONS:	YES	NO
THE BUILDING HAS THE FOLLOWING FIRE SUPPRESSION FEATURES:		
The building is fully sprinklered. Note: If the answer to this question is "no" please identify areas of partial sprinkler protection, if any, on an attached sheet. Note specifically if hazardous areas are sprinklered or not and whether below grade space that is occupied is sprinklered or not. * *Adjoining but 50+FT separated garage sprinklered ground level only.*	X*	
Automatic sprinkler protection is provided throughout the occupied levels for space offered below grade.	NA	
Central Sprinkler Company's Omega line of sprinklers are installed in the building (describe location(s), model(s), no. of sprinklers, date installed, etc. on additional sheet).	YES	NO
A standpipe system is required for this occupancy type by the Model Building Code.	X	
A standpipe system is provided in the building in accordance with the Model Building Code.	X	
Portable fire extinguishers are present in adequate size, spacing and location; and have a current inspection certificate and maintenance contract in accordance with NFPA 10.	X	
EXIT HARDWARE AND DOORS HAVE THE FOLLOWING FEATURES:		
Exit doors swing in the direction of exit travel; where required by code.	X	
All fire doors are self-closing or automatic-closing; and self-latching.	X	
All fire doors are in proper working order.	X	
Exit doors require one action to open (e.g. no locks, locked during unoccupied periods only). Note: Special locking arrangements may be permitted if allowed under local jurisdiction.	X	
EXIT AND EMERGENCY LIGHTING SYSTEMS HAVE THE FOLLOWING FEATURES:		
Illuminated exit signs are provided in accordance with NFPA 101.	X	
Emergency lighting is provided along exit paths in accordance with NFPA 101.	X	
Emergency power is provided for emergency lights and exit signs.	X	
INTERIOR FINISHES HAVE THE FOLLOWING CHARACTERISTICS:		
Interior finish for ceilings, walls, and floors, are installed without obvious deficiencies (e.g. no cork board, no carpet on walls, no cellular plastic finishes, etc.). If potential problems are noted, describe on an attached sheet.	X	
ELEVATORS HAVE THE FOLLOWING FEATURES:		
Elevators have a current certificate of elevator inspection from the local jurisdiction.	X	
Elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service.	X	
Elevators are automatically recalled by smoke detectors located in elevator lobbies and machine rooms.	X	
Elevator recalls to an alternate level when activated by primary level smoke detector.	X	
Firemen's capture feature is provided.	X	
FOR SPACE OFFERED ON OR ABOVE THE 6TH FLOOR (GREATER THAN 75' ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT VEHICLE ACCESS):		
Automatic sprinkler protection is provided for all floors of the building where the government leases 35,000 square feet or more, in the building, in total. See the cover page.	X	

BUILDING NAME: Randolph Square, The Village at Shirlington

BUILDING ADDRESS: 2800 South Randolph Street, Arlington, VA

DATE OF SURVEY: Hickok Cole Project Manual, Sept. 5, 2006, Drawings of June 4, 2007

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR _____ **FPE** JBF **GOVT** _____ **REV:: 4/04**

GENERAL BUILDING INFORMATION

On an attached sheet, please respond to each of the following building features; as they apply to the offered building. Identify each response by a number corresponding to the items below. Respond "N/A" for items which are not applicable. Respond "None" for items which do not exist in the building.

1) # Stories above grade:	**2) # Stories below grade:**
3) Floors offered to government:	**4) Height of highest offered floor above lowest level of fire department vehicle access (in feet):**
5) Types of occupancies on each floor. Indicate all of other than business occupancy.	**6) Approximate gross area of typical floor (identify atypical floors individually):**
7) Describe construction type (fire resistive, unprotected non-combustible, ordinary, wood frame, heavy timber) & NFPA 220 classification for floors, walls, columns , and roof.	**8) Describe fire-rated subdivision of building floors (including stairs, tenant separation, mechanical rooms, etc.)**
9) Describe any smoke detectors with attention to the following: **a) locations.** **b) appropriate type?** **c) control equipment location** **d) control equipment manufacturer.** **e) connection to building fire alarm system.**	**10) Describe any heat detectors with attention to the following:** **a) locations** **b) appropriate type?** **c) control equipment location** **d) control equipment manufacturer** **e) connection to building fire alarm**
11) Describe any other fire detectors with attention to the following: **a) locations.** **b) appropriate type?** **c) control equipment location.** **d) control equipment manufacturer.** **e) connection to building fire alarm system**	**12) Describe emergency lighting:** **a) type.** **b) location.** **c) secondary source(s) of power.**
13) Describe exit signs: **a) type.** **b) location.** **c) secondary source(s) of power.**	**14) Describe emergency generator:** **a) power source(s).** **b) capacity.** **c) location.** **d) connected building systems.**
15) Describe the fire suppression system(s) with attention to the following: **a) sprinkler-location(s).** **b) waterflow alarm(s)-type and location.** **c) control valves-type and typical location.** **d) valve tamper switches-type and adequacy.** **e) standpipe-riser size, location and number.** **f) location(s) and manufacturer/model of fixed CO_2, dry chemical, and/or clean-agent fire suppression systems.** **g) water supply-type, size, arrangement, etc.** **h) supply static pressure (psi).** **i) fire pump data:** **i. UL listed for fire pump service?** **ii. separate controller for jockey pump?** **iii. NFPA 20 compliant?** **iv. rated capacity (gpm).** **v. rated net pressure (psi).** **vi. primary power supply.** **vii. secondary power supply.** **viii. manufacturer** **j) compliance to testing & maintenance required by NFPA 25.**	**16) Describe the communications system with attention to the following:** **a) type of fire alarm system:** **i. hardwired, multiplex, analog, etc.** **ii. location.** **iii. manufacturer/model.** **iv. operating voltage.** **b) central station (company name).** **c) emergency telephone system.** **d) secondary power source.** **e) control panel information.** **f) manual station locations.** **g) type of alarm indicating appliances (visual and/or audible) and locations.** **h) notification system (entire building, floor above & below, etc.).** **i) type of devices that sound evacuation alarm (list all types).** **j) system interfaces with? (elevators, smoke control, electric door locks, HVAC, etc.).** **k) compliance to testing & maintenance required by NFPA 72.**

h)	

17) Describe the building's means of egress (NFPA 101):

a) number of exits per floor.
b) points of discharge for each exit.
c) capacity of each exit .
d) occupant load per floor.
e) remoteness of exits:
   i. maximum diagonal dimension of typical floor (identify for others if different than that of typical floors).
   ii. exit door separation.
   iii. how is distance measured (straight line or along rated exit access corridor).
f) exit access-width, fire resistance rating, arrangement.
g) exit stair enclosure.
h) exit discharge protection.
i) exit dimensions - width, tread, riser.
j) handrails (presence, stability, height above tread, graspability, etc.).
k) dead ends.
l) common paths of travel.
m) vertical openings (open stairs, atriums, escalators, etc.).
n) penetrations of exit enclosures not related to the function of the exit.
o) exit stairway pressurization, if any.
p)

October 3, 2007

RANDOLPH SQUARE
THE VILLAGE AT SHIRLINGTON
2800 SOUTH RANDOLPH STREET
ARLINGTON, VA

GENERAL BUILDING INFORMATION

1. **# of stories above grade:** 9 Stories.

2. **# of stories below grade:** None

3. **Floors offered to gov't:** All

4. **Height of highest offered floor above lowest level of fire department vehicle access (in feet):**

   131-FT to roof (9 stories + penthouse in height)

5. **Type of occupancies on each floor. Name the tenants and indicate if any are of greater hazard classification:**

   Ground Floor: Retail Use (A-2)
   Parking Level (separated above grade by >50-FT) 6 Levels
   Office Use: 9 Stories

6. **Approximate gross area per floor:**

   Parking Levels: 44,062 GSF at Open Garage
   36.562 GSF at Enclosed Garage

   Office Use: 9 stories at 26,444 GSF (max)

7. **Describe construction type (NFPA classification) for building, floors, ceilings, roof and columns:**

   Per IBC - Type IA reduced to Type IB; per NFPA 220 - Type (2,2,2). Building will be completely sprinklered. Only the Ground Floor for parking will be sprinklered.

8. **Describe fire-rated subdivision of building floors**:

   2-HR rated shafts including elevators, 2-HR rated exit stairways and exit passageways, 2-HR rated floor-ceiling assembly.

9. **Describe the smoke detectors**:

   Smoke detectors will be located in elevator lobbies and elevator machine rooms and at electrical/telephone closets on each floor. An alarm from a smoke detector installed in the supply or return air stream of any air handling unit shall cause the shutdown of that fan.

10. **Describe building heat detectors**:

    Heat detectors will be provided in elevator shafts and machine rooms for elevator shunt trip.

11. **Describe other fire detectors**: NONE

12. **Emergency lighting**:

    Emergency lighting will be provided via diesel standby generator to meet NFPA 70 (NEC) and NFPA #110.

13. **Exit signs**:

    Internally illuminated exit signs will be provided at exit stairs, and exit access paths and at points of discharge.

14. **Emergency generator**:

    Standby generator will be provided.

15. **Describe the fire suppression system**:

    The building will be completely sprinklered throughout per Arlington County requirements.

Wet pipe sprinkler systems for all office and retail floors, the penthouse, equipment room, electrical rooms, elevator equipment rooms and elevator hoistways.

Dry pipe sprinklers for garage areas, loading docks, trash rooms, overhangs and other unheated areas subject to freezing.

Minimum 4" standpipes will be located in each of the exit stairways.

Fire pump per NFPA #20 with jockey pump, controller and starter provided.

At the stair landings will be a 4" standpipe with 2-1/2" outlet with 1-1/2" reducer for wet pressurized standpipe system.

16. **Describe the communication system:**

An addressable fire alarm system will be provided with alpha-numeric readout, paging capability, and firemen's phones as well as a printer and a Central Station tie.

Fire Control Room at the building entrance ground floor will include high-rise fire alarm graphic annunciator panel, controls, and latest status indicators, fire fighters keys, etc. Status and controls will be provided for stair pressurization.

Fire alarm pull stations will be provided at exit stairs and perimeter points of discharge.

ADA audio-visual alarm devices will be provided throughout - with voice fire alarm - including at restrooms.

A two-way voice communication system along with firemen's phones.

The fire alarm system is designed to NFPA 72 per Arlington County requirements with staged evacuation of 3 floors at a time.

There will be elevator lobby and machine smoke detection with heat detectors for shunt trip.

Supervisory devices will be provided for valve tamper and dry pipe system for parking, if provided.

A smoke detector should be provided next to the fire alarm annunciator panel in the Fire Control Room, with battery backup in addition to the generator tie.

17. **Describe the building's means of egress**:

There are two 2-HR fire resistance rated enclosed 44" exit stairs separated by 1/4 diagonal remoteness with automatic sprinklers.

Occupant load for a typical connected office floor at 26.444 SF gross = 265 persons. Each 44" exit stair at 0.3"/p (NFPA #101) can accommodate 146 persons (or 292 persons per floor). Doors are 36" in width at the stair entrances, providing a capacity at 0.2"/p (NFPA #101) of 160 persons assuming 32" clear width.

Signage will be provided within the exit stairs indicating floor level, access to roof, and level of exit discharge.

Exit stairs will be pressurized.

50% of exit stairs discharge to a sprinklered public lobby and the other exit stair goes directly to the outside via 2-HR rated exit passageway.

RECOMMENDATIONS

1. None.

FINDINGS AND RECOMMENDATIONS

rovide a list of all findings and recommendations for the building. Include a code reference for each finding. If there are no findings for the building indicate NONE on this sheet. Add additional sheets as necessary.

EXAMPLE Finding: **The building has one exit stair.**

Recommendation: **Provide an additional exit stair remotely located from the existing stair.**

Code Reference: **NFPA 101, 7.4.1.1**

1. Finding:

   Recommendation:

   Code Reference:

2. Finding:

   Recommendation:

   Code Reference:

STATEMENT OF FIRE PROTECTION ENGINEER (FPE)

I hereby attest that I have performed a full inspection of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page in the space marked "FPE". My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION, AND MADE SPECIFI REFERENCES TO THE APPLICABLE CODE SECTIONS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

(IF NO DEFICIENCIES WERE IDENTIFIED, DURING THE SURVEY, PLEASE EXPLICITLY STATE SO IN THE FINDINGS AND RECOMMENDATIONS PORTION OF THE REPORT)

Signature: _____ **Date:** October 3, 1007

Printed Name: John B. Ferguson, P.E.

Name of Firm: FERGUSON ENGINEERING **Phone #:** (301) 428-9313

License Number: VA 025027

Stamp Here:

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the offeror shall attach a sheet describing the exact nature of the deficiency, and the offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: SURVEYS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA FIRE PROTECTION ENGINEERING OFFICE.

Signature: _____ **Date:** _____

Printed Name: _____

Title:

Name of Firm:

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S PRE-LEASE BUILDING SECURITY PLAN EVALUATION FOR AN OFFICE BUILDING

The Offeror must complete a report based on a walk through of the building, parking areas, and structure's perimeter that includes the review of windows or window systems, facade protection level, and perimeter evaluation.

The Offeror states, as part of this offer, that the proposed space/building is as described below and contains the identified features and devices. Should this exhibit not provide sufficient space to respond adequately to any question, additional pages should be attached.

BUILDING ADDRESS 2800 South Randolph Street Arlington VA 22206
BUILDING NAME: Randolph Square
BUILDING ADDRESS: 2800 South Randolph Street
CITY: Arlington
STATE: VA
Year Built: 2008 Year Last Renovated: N/A

SIZE AND LAYOUT

The following information applies to (check one):
___ an existing building
_X_ a building planned for lease construction

Space offered to Government (By Floor):
Floors 9-3 and a portion of floor 2
Approximate gross area of typical floor (identify atypical floors individually) 21,245
Building Height in Feet: 131' (AGL)
Number of Stories Above Grade 9
Number of. Stories Below Grade: 0

OTHER OCCUPANCIES IN BUILDING (Check All That Apply)

Restaurants: X
Laboratories: ___
Storage: ___
Retail: ___
Day Care Center: ___

Other, list: There will be a maximum of 6 retail spaces on the first floor that will be a mixture of restaurants and counter food service

Lessor BB Gov't

PRE-LEASE BUILDING SECURITY PLAN

GENERAL INFORMATION

Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building. Please see attached CD

Identify the number of stories of the building (above and below grade) Please see Additional Information (1)

Identify the approximate gross square footage per floor in the building. Please see Additional Information (2)

Identify the proposed floors offered to the Government to occupy Please see Additional Information (3)

Exterior Materials	Yes	No
Brick		X
Block		X
Concrete – Precast	X	
Concrete – Poured		X
Metal Panels	X	
Glass Exterior	X	

Answer each question below, then, identify and discuss measures to be taken to protect and secure utilities.

Question	Yes	No
Is the water supply to the building protected?	X	
Is the main unit of air/ventilation system accessible to the public?		X
Is the wire closet locked?	X	
Is utility access locked?	X	
Is there exterior access to the electric service?		X
Is there exterior access to the gas service?		X
Is there exterior access to the water service?		X
Is there exterior access to the telephone service?		X
Is there exterior access to any other heating source?		X
Is fuel stored within the building?		X
Are there exterior propane fuel tanks?		X
For the facilities with exterior propane fuel tanks, are they protected? N | A		

Lessor _____ Gov't _____

PRE-LEASE BUILDING SECURITY PLAN

PERIMETER INFORMATION

General Public Access	Distance in Feet
Distance in feet from the building to the nearest public street.	18'0"
Distance in feet from the building to the nearest public on-street parking.	18'0"
Distance in feet from the building to the nearest public parking lot.	55'0"

Provide a site sketch showing perimeter distances. Please see attached sketch

Describe the building's emergency lighting system. Please see Additional Information (4)

Identify and describe the lighting levels provided at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage "crimes against persons". Please see Additional Information (5)

Identify and describe if emergency power is provided within the building. Please see Additional Information (6)

If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110 or NFPA 111, as applicable. Please see Additional Information (7)

Identify and describe any garage or parking area control or surveillance systems in place. Please see Additional Information (8)

Identify and describe the location of mechanical areas, along with protocol and procedures taken to secure these areas to ensure access by only authorized personnel. Please see Additional Information (9)

Identify and describe roof access and the roof security, along with protocol and procedures taken to secure the roof to ensure access by only authorized personnel. Please see Additional Information (10)

Identify and describe alarm/emergency notification system. Please see Additional Information (11)

Review and evaluate the occupancy emergency plan.

Identify and describe window-glazing system, including, Please see Additional Information (12)

- Typical size
- Thickness of panes
- Type of frame
- Type of anchorage
- Number of windows
- Type of glass
- Type of configuration (single-pane, insulated, laminated, etc.)
- Security film thickness (if installed)
- Date film was installed

If the proposed shatter-resistant window film is less than the 0.18 millimeter (7 mil) thickness specified in the SFO, a licensed professional engineer shall complete the evaluation specified below. N/A

Lessor _____ Gov't _____

PRE-LEASE BUILDING SECURITY PLAN

For Build-to-Suit Solicitations and Alternative Blast Mitigation Proposals

A registered Professional Engineer shall complete the evaluations for window glazing and facade protection. The Professional Engineer's stamp (professional license) must be placed on the report.

For Build-to-Suit solicitations, identify and describe window systems in accordance with WINGARD 4.1 or later or WINLAC 4.3 software using the test methods provided in the US General Services Administration *Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings* - ASTM International.

For Build-to-Suit solicitations, identify and describe the facade protection level as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

For Build-to-Suit solicitations, identify and describe the distance from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion), around the complete circumference of the structure's exterior. This would mean the distance from the building to the curb or other boundary protected by bollards, planters or other barrier. All potential points of explosion must be evaluated that could be accessible by any motorized vehicle (i.e. street, alley, sidewalk, driveway, parking lot).

Lessor _____ Gov't _____

PRE-LEASE BUILDING SECURITY PLAN

STATEMENT OF PROFESSIONAL ENGINEER

I hereby attest that I have performed an assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION(S), AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS OR SECURITY REFERENCE DOCUMENTS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.
(*if no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report*)

Signature:_____ Date:_____

Printed Name:_____

Name of Firm:_____
Phone #:(____)_____

License Number:_____

Stamp Here:

Lessor ____ Gov't ____

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the minimum specified performance conditions '3b' using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings - ASTM International, the Offeror shall attach a sheet describing the exact nature of the deficiency and will bring the offered space up to compliance with all applicable criteria to complete at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

The Offeror shall attest below that the government, may implement all security operating standards. The base building security standards may include additional performance criteria for facade and setback, if feasible.

NOTE: REPORTS SUBMITTED WITHOUT RECOMMENDED CORRECTIVE ACTIONS WILL BE RETURNED WITHOUT REVIEW.

Signature:_____ Date:_____

Printed Name:_____

Title:_____

Name of Firm:_____

Lessor ____ Gov't ____

Pre-Lease Building Security Plan **Additional Information**

1. Randolph Square consists of 9 above grade stories.
2. The approximate gross square footage is as follows:
   Floors 2-3: 25,013
   Floors 4-8: 21,245
   Floor 9: 20,256
3. All of floors 9-3 with a portion of floor 2 are being offered to the Government to occupy.
4. Emergency lighting is provided along paths of egress. All emergency lighting is backed up by a diesel emergency generator.
5. Street lights are provided along all 4 sides of the building. Street lights consist of 175W metal halide lamps. In addition, fluorescent canopy lighting is provided at both the east and west main entrances. The parking garage is designed for a minimum of 10fc.
6. A 400kW standby diesel generator provides back-up power to the following items: Building emergency lighting, fire alarm system, stairwell pressurization fans, domestic water booster pump, fire pump and building elevators.
7. The building owner shall maintain and test the generator in accordance with NFPA 110.
8. There are parking gates at the garage vehicle entrance and exits. There are no surveillance cameras in the garage or at the perimeter of the building.
9. There is a mechanical room on each floor. Every mechanical room will be locked and only accessible by the building manager.
10. There are two stairwells and both have an exit on the rooftop level. The stairwell exits on the rooftop level will be locked off and only accessible by the building manager.

11. The building contains a high rise voice evacuation fire alarm system in the event a fire emergency occurs in the building. There is presently no emergency notification system. An emergency notification system could be installed during tenant build-out.
12. The window glazing system at Randolph Square is as follows:

    Typical size.....6'4" High by 17' Wide

    Thickness of panes.....1" insulated

    Type of frame.....Aluminum

    Type of anchorage.....Bolted

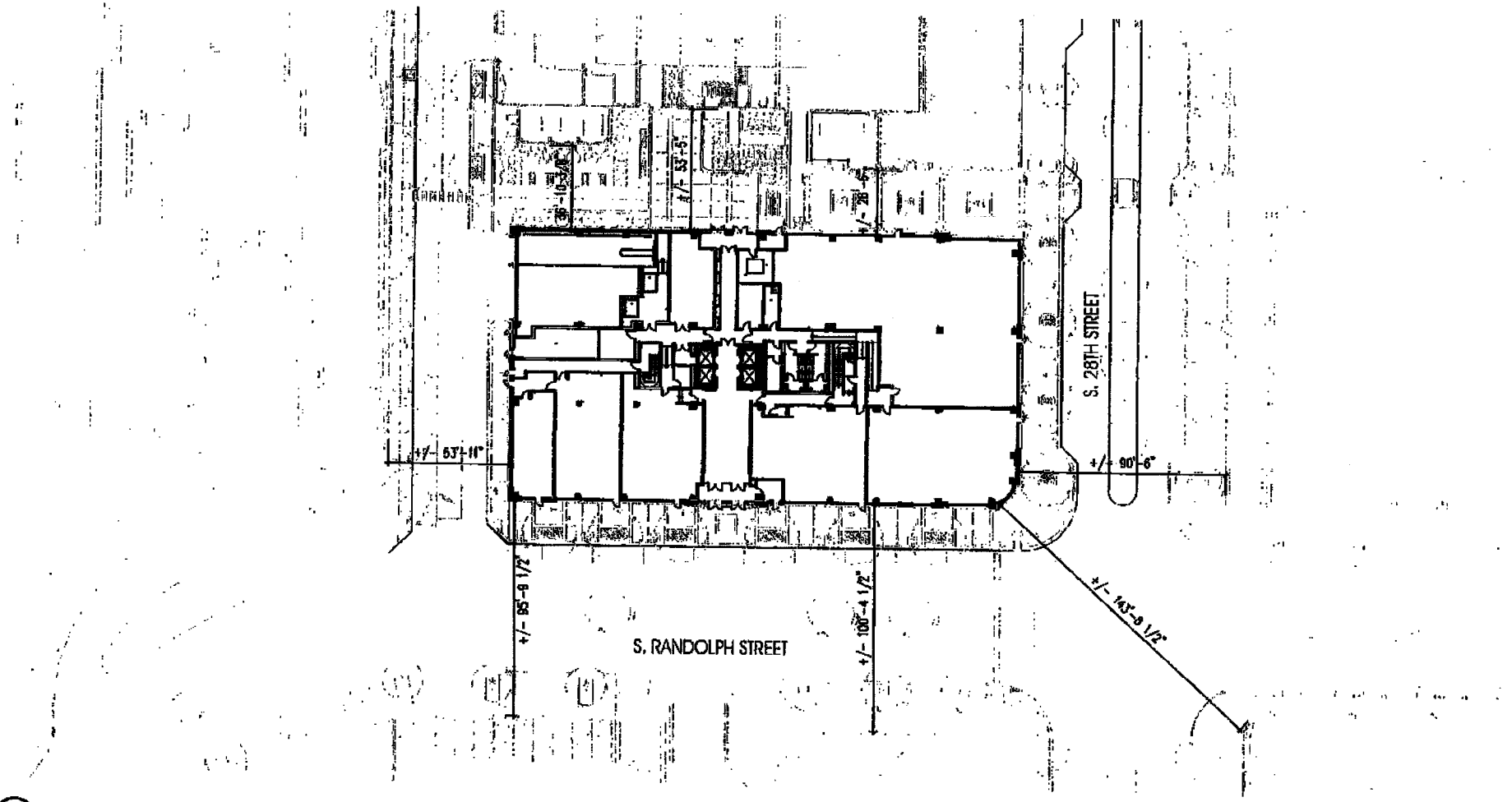
    Number of windows-.....293

    Type of glass-.....Low-E

    Type of configuration.....Insulated

    Security film thickness.....None

    Date film was installed-.....N/A



N SCALE: 1/64" = 1'-0"

SITE PLAN

RANDOLPH | SQUARE

The Village At Shirlington | Arlington, Virginia

SK&A

June 24, 2008

Mr. Doug Olson
Transwestern Monument Randolph Square, LLC
1700 K Street, NW, Suite 600
Washington, DC 20036

RE: GSA SFO No. 07-028
Randolph Square Office Bldg.
2800 S. Randolph Street
Arlington, VA 22204
SK&A Project No. 205-038

Dear Mr. Olson:

Upon further investigation, together with Girard Engineering, we have found it necessary to revise and resubmit one of the FEMA 310 checklists. Specifically, the FEMA Section 3.9.1 Basic Nonstructural Component Checklist, has been updated.

The applicable building code for the current phase of the project is IBC 2003. It is our assumption that this document is also to be followed in responding to the checklist. Our building is classified as Seismic Design Category B in accordance with IBC 2003. The region of seismicity for the property is "moderate" as defined by FEMA 310, Section 2.5.

Using Section 1621 of IBC to evaluate nonstructural component seismic design requirements, the designer is referred to ASCE 7, Section 9.6. Paragraph 9.6.1 "Exceptions" exempts architectural components and mechanical and electrical components in Seismic Design Category B from the requirements of the section. For this reason we believe the checklist items previously marked Non-Compliant should be marked Not Applicable.

The Basic Nonstructural Component Checklist is revised by the following changes:

- In Section **Ceiling Systems** change item Integrated Ceilings from NC to NA
- In Section **Ceiling Systems** change item Lay-in Tiles from NC to NA
- In Section **Mechanical and Electrical Equipment** change item Emergency Power from NC to NA
- In Section **Mechanical and Electrical Equipment** change item Heavy Equipment from NC to NA

With these revisions, the building is in compliance with the Life Safety performance level of NISTIR 5382-ICSSC RP4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings* and FEMA 310, *Handbook for the Seismic Evaluation of Buildings*, without exception. The updated checklist is attached. This should replace the checklist issued October 7, 2007. The Geologic Site Hazards and Foundation Checklist is also attached in its original form. We are available to discuss this further if necessary.

Sincerely,

SK&A Structural Engineers, PLLC

Douglas F. Lauer, P.E.
Associate

Guy Razzi, P.E.
Principal

cc:	Ken Meile	Monument Realty
	Tatiana Maria	Monument Realty
	Meghan Twohig Johnson	Monument Realty
	Rob Holzbach	Hickok Cole Architects
	Karl Higgins	ECS Mid-Atlantic
	Steve Millnick	Girard Engineering

Attachments: Geologic Site Hazards and Foundations Checklist
Basic Nonstructural Component Checklist, Rev. 06/24/08
IBC 2003, Section 1621
ASCE 7-02, Portion of Section 9.6

3.8 Geologic Site Hazards And Foundations Checklist

This Geologic Site Hazards and Foundations Checklist shall be completed when required by Table 3-2.

Each of the evaluation statements on this checklist shall be marked compliant (C), non-compliant (NC), or not applicable (N/A) for a Tier 1 Evaluation. Compliant statements identify issues that are acceptable according to the criteria of this Handbook, while non-compliant statements identify issues that require further investigation. Certain statements may not apply to the buildings being evaluated. For non-compliant evaluation statements, the design professional may choose to conduct further investigation using the corresponding Tier 2 evaluation procedure; the section numbers in parentheses following each evaluation statement correspond to Tier 2 evaluation procedures.

Geologic Site Hazards

The following statements shall be completed for buildings in regions of high or moderate seismicity.

C NC N/A LIQUEFACTION: Liquefaction susceptible, saturated, loose granular soils that could jeopardize the building's seismic performance shall not exist in the foundation soils at depths within 50 feet under the building for Life Safety and Immediate Occupancy. (Tier 2: Sec. 4.7.1.1)

C NC N/A SLOPE FAILURE: The building site shall be sufficiently remote from potential earthquake-induced slope failures or rockfalls to be unaffected by such failures or shall be capable of accommodating any predicted movements without failure. (Tier 2: Sec. 4.7.1.2)

C NC N/A SURFACE FAULT RUPTURE: Surface fault rupture and surface displacement at the building site is not anticipated. (Tier 2: Sec. 4.7.1.3)

Condition of Foundations

The following statement shall be completed for all Tier 1 building evaluations.

C NC N/A FOUNDATION PERFORMANCE: There shall be no evidence of excessive foundation movement such as settlement or heave that would affect the integrity or strength of the structure. (Tier 2: Sec. 4.7.2.1)

The following statement shall be completed for buildings in regions of high or moderate seismicity being evaluated to the Immediate Occupancy Performance Level.

C NC N/A DETERIORATION: There shall not be evidence that foundation elements have deteriorated due to corrosion, sulfate attack, material breakdown, or other reasons in a manner that would affect the integrity or strength of the structure. (Tier 2: Sec. 4.7.2.2)

Capacity of Foundations

The following statement shall be completed for all Tier 1 building evaluations.

C NC N/A POLE FOUNDATIONS: Pole foundations shall have a minimum embedment depth of 4 ft. for Life Safety and Immediate Occupancy. (Tier 2: Sec. 4.7.3.1)

The following statements shall be completed for buildings in regions of high seismicity and for buildings in regions of moderate seismicity being evaluated to the Immediate Occupancy Performance Level.

C NC N/A OVERTURNING: The ratio of the effective horizontal dimension, at the foundation level of the lateral-force-resisting system, to the building height (base/height) shall be greater than $0.6S_a$. (Tier 2: Sec. 4.7.3.2)

PC is low seismicity

C	NC	N/A	TIES BETWEEN FOUNDATION ELEMENTS: The foundation shall have ties adequate to resist seismic forces where footings, piles, and piers are not restrained by beams, slabs, or soils classified as Class A, B, or C. (Tier 2: Sec. 4.7.3.3)
C	NC	N/A	DEEP FOUNDATIONS: Piles and piers shall be capable of transferring the lateral forces between the structure and the soil. This statement shall apply to the Immediate Occupancy Performance Level only. (Tier 2: Sec. 4.7.3.4)
C	NC	N/A	SLOPING SITES: The grade difference from one side of the building to another shall not exceed one-half the story height at the location of embedment. This statement shall apply to the Immediate Occupancy Performance Level only. (Tier 2: Sec. 4.7.3.5)

Rev. 6/24/08

3.9.1 Basic Nonstructural Component Checklist

This Basic Nonstructural Component Checklist shall be completed when required by Table 3-2.

Each of the evaluation statements on this checklist shall be marked compliant (C), non-compliant (NC), or not applicable (N/A) for a Tier 1 Evaluation. Compliant statements identify issues that are acceptable according to the criteria of this Handbook, while non-compliant statements identify issues that require further investigation. Certain statements may not apply to the buildings being evaluated. For non-compliant evaluation statements, the design professional may choose to conduct further investigation using the corresponding Tier 2 evaluation procedure; the section numbers in parentheses following each evaluation statement correspond to Tier 2 evaluation procedures.

Partitions

(C) NC N/A UNREINFORCED MASONRY: Unreinforced masonry or hollow clay tile partitions shall be braced at a spacing of equal to or less than 10 feet in regions of low and moderate seismicity and 6 feet in regions of high seismicity. (Tier 2: Sec. 4.8.1.1)

Ceiling Systems

C NC (N/A) INTEGRATED CEILINGS: Integrated suspended ceilings at exits and corridors or weighing more than 2 lb/ft^2 shall be laterally restrained with a minimum of 4 diagonal wires or rigid members attached to the structure above at a spacing of equal to or less than 12 ft. (Tier 2: Sec. 4.8.2.1)

C NC (N/A) LAY-IN TILES: Lay-in tiles used in ceiling panels located at exitways and corridors shall be secured with clips. (Tier 2: Sec. 4.8.2.2)

C NC (N/A) SUPPORT: The integrated suspended ceiling system shall not be used to laterally support the tops of gypsum board, masonry, or hollow clay tile partitions. (Tier 2: Sec. 4.8.2.3)

(C) NC N/A SUSPENDED LATH AND PLASTER: Ceilings consisting of suspended lath and plaster or gypsum board shall be attached for each 10 square feet of area. (Tier 2: Sec. 4.8.2.4)

Light Fixtures

(C) NC N/A INDEPENDENT SUPPORT: Light fixtures in suspended grid ceilings shall be supported independently of the ceiling suspension system by a minimum of two wires at diagonally opposite corners of the fixtures. (Tier 2: Sec. 4.8.3.1)

(C) NC N/A EMERGENCY LIGHTING: Emergency lighting shall be anchored or braced to prevent falling or swaying during an earthquake. (Tier 2: Sec. 4.8.3.2)

Cladding and Glazing

(C) NC N/A CLADDING ANCHORS: Cladding components weighing more than 10 psf shall be anchored to the exterior wall framing at a spacing equal to or less than 6 ft. for Life Safety and 4 ft. for Immediate Occupancy. (Tier 2: Sec. 4.8.4.1)

(C) NC N/A CLADDING ISOLATION: For moment frame buildings of steel or concrete, panel connections shall be detailed to accommodate a drift ratio of 0.02 for Life Safety and 0.01 for Immediate Occupancy. (Tier 2: Sec. 4.8.4.2)

Rev. 6/24/02

C NC (N/A) MULITSTORY PANELS: For multistory panels attached at each floor level, the panels and connections shall be able to accommodate a drift ratio of 0.02 for Life Safety and 0.01 for Immediate Occupancy. (Tier 2: Sec. 4.8.4.3)

(C) NC N/A BEARING CONNECTIONS: Where bearing connections are required, there shall be a minimum of two bearing connections for each wall panel.(Tier 2: Sec. 4.8.4.4)

(C) NC N/A INSERTS: Where inserts are used in concrete connections, the inserts shall be anchored to reinforcing steel. (Tier 2: Sec. 4.8.4.5)

(C) NC N/A PANEL CONNECTIONS: Exterior cladding panels shall be anchored with a minimum of 2 connections for each wall panel for Life Safety and 4 connections for Immediate Occupancy. (Tier 2: Sec. 4.8.4.6)

(C) NC N/A DETERIORATION: There shall be no evidence of deterioration or corroding in any of the connection elements. (Tier 2: Sec. 4.8.4.7)

(C) NC N/A DAMAGE: There shall be no damage to exterior wall cladding. (Tier 2: Sec. 4.8.4.8)

(C) NC N/A GLAZING: Glazing in curtain walls and individual panes over 16 square feet in area, located up to a height of 10 feet above an exterior walking surface, shall beaminated annealed or heat strengthened safety glass that will remain in the frame when cracked(Tier 2: Sec. 4.8.4.9)

Masonry Veneer

C NC (N/A) SHELF ANGLES: Masonry veneer shall be supported by shelf angles or other elements at each floor above the first floor. (Tier 2: Sec. 4.8.5.1)

C NC (N/A) TIES: Masonry veneer shall be connected to the back-up with corrosion-resistant ties. The ties shall have a spacing of equal to or less than 36" for Life Safety and 24" for Immediate Occupancy with a minimum of one tie for every 2-2/3 square feet. (Tier 2: Sec. 4.8.5.2)

C NC (N/A) WEAKENED PLANES Masonry veneer shall be anchored to the back-up at locations of flashing. (Tier 2: Sec. 4.8.5.3)

Parapets, Cornices, Ornamentation and Appendages

C NC (N/A) URM PARAPETS: There shall be no laterally unsupported unreinforced masonry parapets or cornices above the highest anchorage level with height-to-thickness ratios greaterthan 1.5 in regions of high seismicity and 2.5 in regions of moderate or low seismicity. (Tier 2: Sec. 4.8.8.1)

(C) NC N/A CANOPIES: Canopies located at building exits shall be anchored at a spacing 10 feet for Life Safety and 6 feet for Immediate Occupancy. (Tier 2: Sec. 4.8.8.2)

Rev. 6/24/08

Masonry Chimneys

C NC (N/A) URM: No unreinforced masonry chimney shall extend above the roof surface more than twice the least dimension of the chimney. (Tier 2: Sec. 4.8.9.1)

C NC (N/A) MASONRY: Masonry chimneys shall be anchored to the floor and roof. (Tier 2: Sec. 4.8.9.2)

Stairs

C NC (N/A) URM WALLS: Walls around stair enclosures shall not consist of unbraced hollow clay tile or unreinforced masonry. (Tier 2: Sec. 4.8.10.1)

C NC (N/A) STAIR DETAILS: In moment frame structures, the connection between the stairs and the structure shall not rely on shallow anchors in concrete. Alternatively, the stair details shall be capable of accommodating the drift calculated using the Quick Check Procedure of Section 3.5.3.1 without inducing tension in the anchors. (Tier 2: Sec. 4.8.10.2)

Building Contents and Furnishing

C NC (N/A) TALL NARROW CONTENTS: Contents with a height-to-depth ratio greater than 3 for Immediate Occupancy and 4 for Life Safety shall be anchored to the floor slab or adjacent walls. (Tier 2: Sec. 4.8.11.1)

Mechanical and Electrical Equipment

C NC (N/A) EMERGENCY POWER: Equipment used as part of an emergency power system shall be mounted to maintain continued operation after an earthquake. (Tier 2: Sec. 4.8.12.1)

C NC (N/A) HEAVY EQUIPMENT: Equipment weighing over 20 lb that is attached to ceilings, walls, or other supports 4 ft. above the floor level shall be braced. (Tier 2: Sec. 4.8.12.2)

Piping

(C) NC N/A FIRE SUPPRESSION PIPING: Fire suppression piping shall be anchored and braced in accordance with *NFPA-13* (NFPA, 1996). This statement need not be evaluated for buildings in regions of moderate seismicity being evaluated to the Life Safety Performance Level(Tier 2: Sec. 4.8.13.1)

(C) NC N/A FLEXIBLE COUPLINGS: Fluid, gas and fire suppression piping shall have flexible couplings . This statement need not be evaluated for buildings in regions of moderate seismicity being evaluated to the Life Safety Performance Level(Tier 2: Sec. 4.8.13.2)

Hazardous Materials Storage and Distribution

C NC (N/A) TOXIC SUBSTANCES: Toxic and hazardous substances stored in breakable containers shall be restrained from falling by latched doors, shelf lips, wires, or other methods . (Tier 2: Sec. 4.8.15.1)

SECTION 1621
ARCHITECTURAL, MECHANICAL AND ELECTRICAL COMPONENT SEISMIC DESIGN REQUIREMENTS

1621.1 Component design. Architectural, mechanical, electrical and nonstructural systems, components and elements permanently attached to structures, including supporting structures and attachments (hereinafter referred to as "components"), and nonbuilding structures that are supported by other structures, shall meet the requirements of Section 9.6 of ASCE 7 except as modified in Sections 1621.1.1, 1621.1.2 and 1621.1.3, excluding Section 9.6.3.11.2, of ASCE 7, as amended in this section.

1621.1.1 ASCE 7, Section 9.6.3.11.2: Section 9.6.3.11.2 of ASCE 7 shall not apply.

1621.1.2 ASCE 7, Section 9.6.2.8.1. Modify ASCE 7, Section 9.6.2.8.1, to read as follows:

9.6.2.8.1 General. Partitions that are tied to the ceiling and all partitions greater than 6 feet (1829 mm) in height shall be laterally braced to the building structure. Such bracing shall be independent of any ceiling splay bracing. Bracing shall be spaced to limit horizontal deflection at the partition head to be compatible with ceiling deflection requirements as determined in Section 9.6.2.6 for suspended ceilings and Section 9.6.2.6 for other systems.

Exception: Partitions not taller than 9 feet (2743 mm) when the horizontal seismic load does not exceed 5 psf (0.240 KN/m^2) required in Section 1607.13.

1621.1.3 ASCE 7, Section 9.6.3.13. Modify ASCE 7, Section 9.6.3.13, to read as follows:

9.6.3.13 Mechanical equipment, attachments and supports. Attachments and supports for mechanical equipment not covered in Sections 9.6.3.8 through 9.6.3.12 or Section 9.6.3.16 shall be designed to meet the force and displacement provisions of Section 9.6.1.3 and 9.6.1.4 and the additional provisions of this section. In addition to their attachments and supports, such mechanical equipment designated as having an $I_p = 1.5$, which contains hazardous or flammable materials in quantities that exceed the maximum allowable quantities for an open system listed in Chapter 4, shall, itself, be designed to meet the force and displacement provisions of Sections 9.6.1.3 and 9.6.1.4 and the additional provisions of this section. The seismic design of mechanical equipment, attachments and their supports shall include analysis of the following: the dynamic effects of the equipment, its contents and, when appropriate, its supports. The interaction between the equipment and the supporting structures, including other mechanical and electrical equipment, shall also be considered.

SECTION 1622
NONBUILDING STRUCTURES SEISMIC DESIGN REQUIREMENTS

1622.1 Nonbuilding structures. The requirements of Section 9.14 of ASCE 7 shall apply to nonbuilding structures except as modified by Sections 1622.1.1, 1622.1.2 and 1622.1.3.

1622.1.1 ASCE 7, Section 9.14.5.1. Modify Section 9.14.5.1, Item 9, to read as follows:

9. Where an approved national standard provides a basis for the earthquake-resistant design of a particular type of nonbuilding structure covered by Section 9.14, such a standard shall not be used unless the following limitations are met:

1. The seismic force shall not be taken as less than 80 percent of that given by the remainder of Section 9.14.5.1.
2. The seismic ground acceleration, and seismic coefficient, shall be in conformance with the requirements of Sections 9.4.1 and 9.4.1.2.5, respectively.
3. The values for total lateral force and total base overturning moment used in design shall not be less than 80 percent of the base shear value and overturning moment, each adjusted for the effects of soil structure interaction that is obtained by using this standard.

1622.1.2 ASCE 7, Section 9.14.7.2.1. Modify Section 9.14.7.2.1 to read as follows:

9.14.7.2.1 General. This section applies to all earth-retaining walls. The applied seismic forces shall be determined in accordance with Section 9.7.5.1 with a geotechnical analysis prepared by a registered design professional.

The seismic use group shall be determined by the proximity of the retaining wall to other nonbuilding structures or buildings. If failure of the retaining wall would affect an adjacent structure, the seismic use group shall not be less than that of the adjacent structure, as determined in Section 9.1.3. Earth-retaining walls are permitted to be designed for seismic loads as either yielding or nonyielding walls. Cantilevered reinforced concrete retaining walls shall be assumed to be yielding walls and shall be designed as simple flexural wall elements.

1622.1.3 ASCE 7, Section 9.14.7.10. Add a new Section 9.14.7.10 to read as follows:

9.14.7.10 Buried structures. As used in this section, the term "buried structures" means subgrade structures such as tanks, tunnels and pipes. Buried structures that are designated as Seismic Use Group II or III, as determined in Section 9.13, or are of such a size or length as to warrant special seismic design as determined by the registered design professional, shall be identified in the geotechnical report. Buried structures shall be designed to resist seismic lateral forces determined from a substantiated analysis using standards approved by the building official. Flexible couplings shall be provided for buried structures where changes in the support system, configurations or soil condition occur.

The reduction (ΔV_1) shall be computed in accordance with Eq. 9.5.9.2.1-2 with $\overline{W}$ taken as equal to the gravity load $\overline{W}_1$ defined by Eq. 9.5.6.5-2, C_s computed from Eq. 9.5.6.5-3 using the fundamental period of the fixed-base structure (T_1), and C_s computed from Eq. 9.5.6.5-3 using the fundamental period of the elastically supported structure ($\bar{T}_1$).

The period $\bar{T}_1$ shall be determined from Eq. 9.5.9.2.1.1-1, or from Eq. 9.5.9.2.1.1-3 when applicable, taking $T = \bar{T}_1$, evaluating $\bar{k}$ from Eq. 9.5.9.2.1.1-2 with $\overline{W} = \overline{W}_1$, and computing $\bar{h}$ as follows:

$$\bar{h} = \frac{\sum_{i=1}^{n} w_i \varphi_{i1} h_i}{\sum_{i=1}^{n} w_i \varphi_{i1}} \qquad \text{(Eq. 9.5.9.3.1-2)}$$

The above designated values of $\overline{W}$, $\bar{h}$, T, and $\bar{T}$ also shall be used to evaluate the factor α from Eq. 9.5.9.2.1.1-4 and factor β_n from Figure 9.5.9.2.1.2. No reduction shall be made in the shear components contributed by the higher modes of vibration. The reduced base shear ($\overline{V}_1$) shall in no case be taken less than $0.7V_1$.

9.5.9.3.2 Other Modal Effects. The modified modal seismic forces, story shears, and overturning moments shall be determined as for structures without interaction using the modified base shear ($\overline{V}_1$) instead of V_1. The modified modal deflections ($\tilde{\delta}$) shall be determined as follows:

$$\tilde{\delta}_{x1} = \frac{\tilde{V}_1}{V_1}\left[\frac{M_{01} h_x}{K_\theta} + \delta_{x1}\right] \qquad \text{(Eq. 9.5.9.3.2-1)}$$

and

$$\tilde{\delta}_{xm} = \delta_{xm} \qquad \text{(Eq. 9.5.9.3.2-2)}$$

for $m = 2, 3, \ldots$
where

M_{o1} = the overturning base moment for the fundamental mode of the fixed-base structure, as determined in Section 9.5.6.7 using the unmodified modal base shear V_1

δ_{xm} = the modal deflections at Level x of the fixed-base structure as determined in Section 9.5.6.6 using the unmodified modal shears, V_m

The modified modal drift in a story ($\tilde{\Delta}_m$) shall be computed as the difference of the deflections ($\tilde{\delta}_{xm}$) at the top and bottom of the story under consideration.

9.5.9.3.3 Design Values. The design values of the modified shears, moments, deflections, and story drifts shall be determined as for structures without interaction by taking the square root of the sum of the squares of the respective modal contributions. In the design of the foundation, it shall be permitted to reduce the overturning moment at the foundation-soil interface determined in this manner by 10% as for structures without interaction.

The effects of torsion about a vertical axis shall be evaluated in accordance with the provisions of Section 9.5.6.5 and the P-delta effects shall be evaluated in accordance with the provisions of Section 9.5.6.7.2 using the story shears and drifts determined in Section 9.5.9.3.2.

SECTION 9.6
ARCHITECTURAL, MECHANICAL, AND ELECTRICAL COMPONENTS AND SYSTEMS

9.6.1 General. Section 9.6 establishes minimum design criteria for architectural, mechanical, electrical, and nonstructural systems, components, and elements permanently attached to structures including supporting structures and attachments (hereinafter referred to as "components"). The design criteria establish minimum equivalent static force levels and relative displacement demands for the design of components and their attachments to the structure, recognizing ground motion and structural amplification, component toughness and weight, and performance expectations. Seismic Design Categories for structures are defined in Section 9.4.2. For the purposes of this Section, components shall be considered to have the same Seismic Design Category as that of the structure that they occupy or to which they are attached unless otherwise noted.

This Section also establishes minimum seismic design force requirements for nonbuilding structures that are supported by other structures where the weight of the nonbuilding structure is less than 25% of the combined weight of the nonbuilding structure and the supporting structure. Seismic design requirements for nonbuilding structures that are supported by other structures where the weight of the nonbuilding structure is 25% or more of the combined weight of the nonbuilding structure and supporting structure are prescribed in Section 9.14. Seismic design requirements for nonbuilding structures that are supported at grade are prescribed in Section 9.14; however, the minimum seismic design forces for nonbuilding structures that are supported by another structure shall be determined in accordance with the requirements of Section 9.6.1.3 with R_p equal to the value of R specified in Section 9.14 and $a_p = 2.5$ for nonbuilding structures with flexible dynamic characteristics and $a_p = 1.0$ for nonbuilding structures with rigid dynamic characteristics. The distribution of lateral forces for the supported nonbuilding structure and all nonforce requirements specified in Section 9.14 shall apply to supported nonbuilding structures.

In addition, all components are assigned a component importance factor (I_p) in this chapter. The default value for I_p is 1.00 for typical components in normal service. Higher values for I_p are assigned for components, which contain hazardous substances, must have a higher level of assurance of function, or otherwise require additional attention because of their life safety characteristics. Component importance factors are prescribed in Section 9.6.1.5.

All architectural, mechanical, electrical, and other nonstructural components in structures shall be designed and constructed to resist the equivalent static forces and displacements determined in accordance with this Section. The design and evaluation of support structures and architectural components and equipment shall consider their flexibility as well as their strength.

Exception: The following components are exempt from the requirements of this Section:

1. All components in Seismic Design Category A.
2. Architectural components in Seismic Design Category B other than parapets supported by bearing walls or shear walls provided that the importance factor (I_p) is equal to 1.0.
3. Mechanical and electrical components in Seismic Design Category B.
4. Mechanical and electrical components in structures assigned to Seismic Design Category C provided that the importance factor (I_p) is equal to 1.0.
5. Mechanical and electrical components in Seismic Design Categories D, E, and F where $I_p = 1.0$ and flexible connections between the components and associated ductwork, piping, and conduit are provided and that are mounted at 4 ft (1.22 m) or less above a floor level and weigh 400 lb (1780 N) or less.
6. Mechanical and electrical components in Seismic Design Categories D, E, and F weighing 20 lb (95 N) or less where $I_p = 1.0$ and flexible connections between the components and associated ductwork, piping, and conduit are provided, or for distribution systems, weighing 5 lb/ft (7 N/m) or less.

The functional and physical interrelationship of components and their effect on each other shall be designed so that the failure of an essential or nonessential architectural, mechanical, or electrical component shall not cause the failure of a nearby essential architectural, mechanical, or electrical component.

9.6.1.1 Reference Standards.

9.6.1.1.1 Consensus Standards. The following references are consensus standards and are to be considered part of these provisions to the extent referred to in this chapter:

Reference 9.6-1 American Society of Mechanical Engineers (ASME), *ASME A17.1, Safety Code For Elevators and Escalators*, 1996.

Reference 9.6-2 American Society of Mechanical Engineers (ASME), Boiler And Pressure Vessel Code, including addendums through 1997.

Reference 9.6-3 American Society For Testing and Materials (ASTM), ASTM C635, *Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems For Acoustical Tile And Lay-in Panel Ceilings*, 1997.

Reference 9.6-4 American Society For Testing And Materials (ASTM), ASTM C636, *Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile And Lay-in Panels*, 1996.

Reference 9.6-5 American National Standards Institute/American Society of Mechanical Engineers, ASME *B31.1-98, Power Piping.*

Reference 9.6-6 American Society of Mechanical Engineers, *ASME B31.3-96, Process Piping.*

Reference 9.6-7 American Society of Mechanical Engineers, ASME B31.4-92, *Liquid Transportation Systems for Hydrocarbons, Liquid Petroleum Gas, Anhydrous Ammonia, and Alcohols.*

Reference 9.6-8 American Society of Mechanical Engineers, *ASME B31.5-92, Refrigeration Piping.*

Reference 9.6-9 American Society of Mechanical Engineers, *ASME B31.9-96, Building Services Piping.*

Reference 9.6-10 American Society of Mechanical Engineers, *ASME B31.11-89* (Reaffirmed 1998), *Slurry Transportation Piping Systems.*

Reference 9.6-11 American Society of Mechanical Engineers, *ASME B31.8-95, Gas Transmission and Distribution Piping Systems.*

Reference 9.6-12 Institute of Electrical and Electronic Engineers (IEEE), Standard 344, *Recommended Practice for Seismic Qualification of Class 1E Equipment for Nuclear Power Generating Stations, 1987.*

Reference 9.6-13 National Fire Protection Association (NFPA), NFPA-13, *Standard*

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PROJECT Randolph Square
PTO Tenant Fit out

DATE 5/12/08
PROJ.NO. 208-022

SUBJECT Seismic Design

BY DFL

SHEET.

Code IBC 2006

Zip code : 22206 S. Randolph St.

Site Class: C ECS letter June 14, 2005

Spectral Response Acceleration
from Arlington County, local code, use

S_s = 19% g 0.19 g

S_1 = 7% g 0.07 g

$S_{MS} = F_a S_s = 1.2(0.19) = 0.228\ g$

F_a - site coefficient, Table 1613.5.3(1) · p. 304
= 1.2 for Site Class C & $S_s \leq 0.25$

$S_{M1} = F_v S_1 = 1.7(0.07) = 0.119\ g$

F_v - site coefficient, Table 1613.5.3(2) · p. 304
= 1.7 for site class C & $S_1 \leq 0.1$

$S_{DS} = \frac{2}{3} S_{MS} = \frac{2}{3}(0.228) = 0.152\ g$

$S_{D1} = \frac{2}{3} S_{M1} = \frac{2}{3}(0.119) = 0.079\ g$

} Design Spectral Acceleration Parameters
ASCE 7-05 11.4.4 p. 115

Occupancy Category II
ASCE 7-05, table 1-1, p.3

Importance Factor I = 1.0
ASCE 7-05 Table 11.5-1 p. 116

Seismic Design Category

Table 11.6-1 $S_{DS} = 0.152 < 0.167 \Rightarrow$ Seismic Design Category A

Table 11.6-2 $0.067 < S_{D1} = 0.079 < 0.133 \Rightarrow$ Seismic Des. Cat. B

} Use Seismic Design Category B

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BY DPL
SHEET

SUBJECT Seismic Design

Region of Seismicity
FEMA 310 Section 2.5, p. 2-4

$S_{0S} = 0.152g < 0.167g$ ⇒ Low Seismicity

$0.067g < S_{01} = 0.079g < 0.200g$ ⇒ Moderate Seismicity

Use Moderate Region of Seismicity

ECS - MID-ATLANTIC, LLC
Geotechnical • Construction Materials • Environmental • Facilities

June 14, 2005

Mr. Will Regan
Transwestern Monument Randolph Square, LLC
1155 Connecticut Avenue, NW
Suite 700
Washington, DC 20036

ECS Project No. 11064-A

Reference: Additional Subsurface Exploration and Geotechnical Engineering Services, Randolph Square, Village of Shirlington, Arlington County, Virginia

Dear Mr. Regan:

This letter represents ECS's final recommendation for the foundation design of the proposed nine-story mixed-use building at the Village of Shirlington, Arlington County, Virginia. This study was conducted in general accordance with the scope of services listed in our proposal No. 22545-GP, dated May 9, 2005.

The scope of this study included a total of two soil borings (B-1A and B-2A) and a seismic survey of the subject site for the purposes of evaluating Seismic Site Classification.

Subsurface Explorations

An air hammer was utilized to break through the concrete slab encountered during this additional study at around 19 to 21 feet below the existing site grades. Borings B-1A was extended to a depth of 60 feet below the existing ground surface and Boring B-2A was extended to a depth of 75 feet below the existing ground surface.

Based on the soil samples we obtained during this additional study, the soil profile beneath the left-in-place basement slab agrees with the soil profile of the adjacent parking garage structure and one that we assumed during foundation evaluation for our geotechnical report dated April 26, 2005. Thus, no modifications to our previous geotechnical recommendations are needed based on the newly obtained deeper soil data.

Site Seismic Testing

Seismic survey was conducted for the proposed parking garage and mixed-use building by using Refraction Microtremor (ReMi) method described in Section 1615.1.5 in IBC 2000. We chose a seismic survey line outside of the zone of influence of the old buried basement in the mixed-use building area. Our geotechnical report dated April 26, 2005 recommends a Site Class D for the seismic design.

The data was processed using SeisOpt® ReMi™ software to reveal a one-dimensional average shear-wave (S-wave) velocity image for each line. In addition, the survey also provides the average shear wave velocity to a depth of 100 feet that was used to determine the seismic Site Class per IBC 2000 building code requirements.

The data gathering process in the field used standard refraction seismic equipment to measure below-grade soil and rock characteristics using ambient vibrations (microtremors) as a seismic source. The equipment used for the survey included a SeisDAQ ReMi recording unit capable of storing record lengths up to about 100 seconds and 12, 10-Hz, and 4.5 Hertz vertical P-wave geophones. The analysis presented here was developed from the 12 receivers (10 and 4.5 Hz. Geophones) set along a relatively straight-line array with evenly spaced intervals between the receivers. Twenty unfiltered 30-second records were recorded along each line.

The seismic data records collected above were processed using proprietary software and the refraction microtremor method as explained in Louie, J, N, 2001, "Faster, Better: Shear-wave velocity to 100 meters depth from refraction micrometer arrays", Bulletin of the Seismological Society of America, v. 91, p.347-364; and the publication titled "Determination of 1-D Shear Wave Velocities Using the Refraction Microtremor Method".

For each location (array), there were three main processing steps:

Step 1: Creating a velocity spectrum (p-f image) from the data: The distinctive slope of dispersive waves is an integral part of the p-f analysis. Other arrivals that appear in microtremor records, such as body waves and airwaves, cannot have such a distinctive slope.

Step 2: Rayleigh-wave dispersion picking: Picking is done along a "lowest-velocity envelope" bounding the energy appearing in the p-f image.

Step 3: Shear wave velocity modeling: The refraction microtremor method interactively forward-models the normal-mode dispersion data picked from p-f images.

Site Seismic Testing Results

The average shear wave velocity profiles along each array are displayed in the Appendix. The seismic site class definitions for the weighted average of shear wave velocity in the upper 100 feet of the soil profile are presented in Table 1615.1.1 of the IBC Code and in the table below.

Site Class	Soil Profile Name	Shear Wave Velocity, Vs, (ft/s)
A	Hard Rock	Vs > 5,000 fps
B	Rock	2,500 < Vs ≤5,000 fps
C	Very dense soil and soft rock	1,200 ≤ Vs ≤2,500 fps
D	Stiff Soil Profile	600 ≤Vs ≤1,200 fps
E	Soft Soil Profile	Vs ≤ 600 fps

The seismic data collected for this site produced average shear wave velocities exceeding 1,200 fps to a depth of 100 feet below the existing ground surface. Hence, the soil profile type for the subject building locations falls in the range of seismic Site Class "C", as shown in the preceding table and in accordance with the 2000 International Building Code (IBC).

Closing

We have appreciated this opportunity to be of service to you on this project. If you have any questions or if we can be of further assistance, please do not hesitate to contact us.

Respectfully,

ECS Mid-Atlantic, LLC

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